Mr Justice Catron

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Act 15. 14 Feb

SUPREME COURT OF THE UNITED STATES.

No. ~~200~~. 128.51.

LLOYD N. ROGERS, IN HIS OWN RIGHT, AND AS ADM'R OF ELIZA PARKE CUSTIS, EDMUND LAW ROGERS, IN HIS OWN RIGHT, AND AS ADM'R OF ELIZA LAW ROGERS AND ELEANOR A. ROGERS, APP'TS,

vs.

JOSEPH E. LAW, BY MARY ROBINSON, HIS NEXT FRIEND.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF COLUMBIA.

G. S. GIDEON, Printer, 511 Ninth street, Washington.

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836

# SUPREME COURT OF THE UNITED STATES.

## No. 290.

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LLOYD N. ROGERS, IN HIS OWN RIGHT, AND AS ADM'R OF ELIZA PARKE CUSTIS, EDMUND LAW ROGERS, IN HIS OWN RIGHT, AND AS ADM'R OF ELIZA LAW ROGERS AND ELEANOR A. ROGERS, APP'TS,

vs.

JOSEPH E. LAW, BY MARY ROBINSON, HIS NEXT FRIEND.

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APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF COLUMBIA.

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*Citation.*

THE UNITED STATES OF AMERICA.

To James Adams, executor of Thomas Law, deceased, and trustee, Henry May, administrator of Thomas Law, deceased, and also of Edmund Law, deceased, and the executors of William Blane, deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to an appeal filed in the clerk's office of the circuit court of the District of Columbia for Washington county, wherein Lloyd N. Rogers in his own right, and as administrator of Eliza Parke Custis, (Law,) deceased, Edmund Law Rogers in his own right, and as administrator of Eliza Law Rogers, dec'd, and Eleanor A. Rogers, are appellants, and you are appellees, to show cause, if any there be, why the decree rendered against the said appellants should not be reversed, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable James Dunlop, Chief Judge of the circuit court of the District of Columbia, this ninth day of December, in the year of our Lord one thousand eight hundred and fifty-nine.

JAS. DUNLOP.

Served on Robert J. Brent, esq., solicitor for appellees named in the above citation.

Dec'r 9th, 1859.

W. SELDEN,
*U. S. Marshal for the Dist. of Col.*

*Style of Court.*

DISTRICT OF COLUMBIA, *to wit.*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the third Monday of October, being the fifteenth day of the same month, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of the United States the eightieth.

Present, chief judge; the Hon. James S. Morsell, James Dunlop, assistant judges; Jonah D. Hoover, esquire, marshal; John A. Smith, clerk.

*Parties.*

In the record and proceedings of the said court, amongst others is the following, to wit:

JOSEPH EDMUND LAW, by his next friend MARY ROBINSON, ag'st JAMES ADAMS, ex'or of THOMAS LAW, dec'd, and others.

Be it remembered, that heretofore, to wit, on the 28th day of March, in the year 1855, appeared in court, here, the said complainant, by A. H. Lawrence, esq., her solicitor, and the said defendants by Richard S. Coxe and James M. Carlisle, esquires, their solicitors, and thereupon the said parties by their said solicitors filed in court here the mandate of the Supreme Court in the words following, to wit:

UNITED STATES OF AMERICA, *ss.*

The President of the United States of America to the Honorable the judges of the circuit court of the United States for the District of Columbia, holden in and for the county of Washington, greeting:

Whereas, lately, in the circuit court of the United States for the District of Columbia, before you or some of you in a cause between Joseph E. Law, by his next friend Mary Robinson, complainant, and James Adams, executor of Thomas Law, deceased, and Henry May, administrator of Edmund and Thomas Law and others, defendants in chancery, the decree of the said circuit court was in the following words, viz: "This cause having been set for hearing on the bill, answers, and exhibits, and having been fully considered by this court, the following principles were thereupon settled or ruled and adjudicated by the court, and the auditor was, by an order of the 20th of October, 1848, directed to conform thereto:

1. That the defendants, Edmund Law and Eleanor A. Rogers, as grandchildren of Mr. Law, and children of Mrs. Rogers, take under the words of the deeds of '96, 1800 and 1802.

2. That they have no specific lien on the property intended to be conveyed to Mr. Barry by the deed of '96, but that the property conveyed by the deeds of the 8th of May, 1800, and 14th July, 1802, was substituted by the former.

3. That so much of the property in the deed of '96 as was not included in those of 1800 and 1802, was property released by the trustee to Mr. Law.

4. That on Mr. Law's death the grandchildren became entitled to the substituted property.

5. And the rents and profits received by Mr. Adams, the executor of Mr. Law, from the period of his death, of the property last referred to, not exceeding £600 sterling per annum, but to that amount with interest thereon.

6. That the administrator of Mrs. Law is entitled to the arrears

of the annuity of $1,500 from the 9th of August, 1804, to the death of Mrs. Law, with interest.

7. That such arrears are a lien on lots one and two in square 689, and the part of lot three in square 690, and the buildings thereon mentioned in the deed of 1804.

8. That if those lots are insufficient to satisfy such arrears, the said administrator is entitled to come in against the general estate of Mr. Law for the deficiency.

9. That Mr. Blane was entitled to one-sixth of the city property purchased by Mr. Law, except such as was purchased and improved by him on his individual account.

10. That the burden of proof to show what was so purchased and improved is on those who now claim under Mr. Law.

11. That Mr. Blane's representatives are entitled to one-sixth of the rents, profits, and proceeds of such property received by Mr. Law in his lifetime, and interest.

12. And to one-sixth of those received by his executor, Mr. Adams, since his death, and interest.

13. That the children of Mrs. Rogers became entitled at the death of Mr. Law, under the covenant of 9th of August, 1804, to a provision out of his estate of equal value with the amount they received from their grandmother's estate, with interest since the death of Mr. Law.

14. That the legatees are entitled to be paid, with interest, after settling Mr. Law's debts and his liabilities, under the said settlements, deeds, and declarations of trust.

And James Adams having, by an order of this court, filed in the cause, been appointed a trustee, to sell all the real and personal estate of Thomas Law, deceased, and the said trustee having, from time to time, by his several reports filed in the cause, reported to this court that he had sold the same, as particularly designated by him in said reports, for the particular prices or sums of money therein specified, to the several persons therein named; all of which several reports have been by the orders of this court referred to William Redin, esq., the auditor of this court, to take and state accounts of the moneys produced by such sales, with the allowances that might be made by him to the said trustee for the expenses, costs, and charges incurred, and expended by him in the execution of his trust, and also to audit, adjust, and apportion the several amounts of the proceeds of such sales as would be due to the respective parties in this cause, interested therein, in conformity with the above mentioned ruling of this court, and in accordance with the directions of this court to the auditor, contained in its previous order of the 20th October, 1848; and the said auditor having, by his six several reports, filed as follows:

No. 1, on the 4th of October, 1848;

No. 2, on the 21st of November, 1848;

No. 3, on the 10th of February, 1849;
No. 4, on the 21st of August, 1849;
No. 5, on the 8th of February, 1850;
No. 6, on the 4th September, 1852;

stated such accounts, with the amounts due to the several parties, as settled by the aforesaid principles contained in the ruling of the court; and having more particularly and fully, by his said sixth report, reported that James Adams, the trustee, had completed the sales, and had reported the amount of money arising therefrom, and that there is due, agreeably to the aforesaid ruling of the court, by its order of 20th October, 1848, to the several parties hereinafter named, the whole sum remaining after the payment of expenses, being $61,590 12, as follows, to wit:

To Blane's representatives, $15,169 18;
To the heirs or grandchildren, $32,391 08;
To Mr. Law's administrator, $13,044 97;
To the bishop of Bath and Wells, $922 10;
To R. Wallach, $6 93:

And exceptions having been filed on the 30th September, 1852, to the said auditor's reports and accounts by James Adams, the executor of Thomas Law, deceased, a defendant to this suit; and also by Henry May, administrator of Edmund and Thomas Law, a defendant in this cause; and the same coming on to be heard, it is thereupon ordered, adjudged, and decreed by this court, on this 18th day of December, in the year 1852, that the said exceptions are hereby overruled, and that the said auditor's reports, marked and filed as above specified in this cause, be, and the same are hereby, ratified and confirmed. And it is hereby further ordered, adjudged and decreed by this court that James Adams, the trustee in this cause, pay unto the above named parties, or their respective solicitors, entered of record in this cause, the said several sums of money above specified, and reported by the auditor in his said sixth report to be due to them respectively, upon the principles heretofore embraced in the order of this court of the 20th October, 1848,"—as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States by virtue of an appeal agreeably to the act of Congress in such cases made and provided, fully and at large appears.

And whereas in the present term of December, in the year of our Lord one thousand eight hundred and fifty-four, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel: On consideration whereof, it is the opinion of this court that the grandchildren took nothing under the limitations of the deed of marriage settlement; whereupon it is now here ordered, adjudged, and decreed by this court, that so much of the decree of the said circuit court

as allows $66,154\frac{81}{100}$ to Edmund and Eleanor Rogers be, and the same is hereby, reversed and annulled, and that the residue of the said decree be, and the same is hereby, affirmed; and that this cause be, and the same is hereby, remanded to the said circuit court, with directions to make distribution accordingly, and to proceed therein in conformity to the opinion of this court. And it is further ordered and decreed by this court, that the costs in this court be paid out of the fund by the trustee. Feb. 15th.

You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity to the opinion and decree of this court, as according right and justice and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness the Honorable Roger B. Taney, Chief Justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and fifty-four.

WM. THOS. CARROLL,
*Clerk of the Supreme Court*
*of the United States.*

Costs: Clerk, $ .
Attorney, $ .
$ .

Thereupon, A. H. Lawrence, in proper person, filed in court the following petition, to wit:

JOSEPH E. LAW
vs.
THO'S LAW'S EX'ORS, et al. } In Equity.

The petition of A. H. Lawrence, administrator of Thomas Law, one of the defendants in this cause, showeth that the above named Thomas Law has departed this life, and your petitioner has received letters of administration on his estate, and prays to be made a party to said cause.

A. H. LAWRENCE,
*Admin'r of Tho's Law.*

A. H. LAWRENCE, *Solic.*

On the same day, Edmund Law Rogers filed the following petitions, to wit:

JOSEPH E. LAW
vs.
THO'S LAW'S EXECUTOR, et al. } In Equity.

The petition of Edmund Law Rogers, administrator of George Henry Law, Bishop of Bath and Wells, a creditor of the estate of said Thomas Law, respectfully showeth, that said George Henry Law has departed this life, and your petitioner has received letters

of administration on his estate, and prays to be made a party to said cause.

EDMUND LAW ROGERS,
*Administrator of Thomas Law.*

JOSEPH E. LAW
vs.
THO'S LAW'S EXECUTOR, et al. } In Equity.

The petition of Edmund Law Rogers, administrator of Eliza Law Rogers, respectfully showeth that the said Eliza, his sister, has departed this life, and your petitioner has received letters of administration on her estate, and prays to be made a party to said cause.

EDMUND LAW ROGERS,
*Administrator of Eliza Ann Rogers, dec'd.*

Which was ordered, and they made defendants accordingly.

And thereupon, with consent of the complainants, defendants, by their said solicitors, the court made following order of reference to the auditor, to wit:

LAW
vs.
LAW.

The mandate of the Supreme Court reversing the judgment of this court in the above cause, as to one of the questions decided, and remanding the cause for further proceedings in this court, having been filed, it is, this 31st day of March, 1855, ordered by the court, that the said cause be referred to the auditor of this court, with directions to re-form and re-state the accounts of the trustee, and to report to this court the sums due to the respective parties, according to the principles settled by the said Supreme Court; and that he give due and reasonable notice to all parties concerned, of the time and places of meeting for executing this order.

By order of the court.

Test: JNO. A. SMITH, *Cl'k.*

And, during the same term of the court, to wit, on the 29th May, 1855, the auditor made the following report, to wit: (Copied in page 25.)

*Exceptions by Blane's Ex'rs to Aud. Rep.*

LAW
vs. } Before the Auditor in Chancery, Wm. Redin.
ADAMS.

Having been employed to protect the interests of William Blane, dec'd, the residuary devisee and legatee of Thomas Law, we appear for the representatives of said Blane, who are parties to the above entitled cause, and except as follows:

1. To the claim filed by Lloyd N. Rogers, as husband of Eliza Rogers, (formerly Law,) dec'd, because said claim is stale and obsolete, because it is barred by the statute of limitations; because nothing is due to said Rogers, under or by virtue of the covenant of said Thomas Law, contained in the deed of 1804, which is relied on as the foundation of said claim; and because said claim, if any ever existed, should have been enforced at the suit of the trustees named as covenantees and grantees in said deed of 1804; and because the cause of action, if any, accrued to said trustees, on and by virtue of said covenant, more than twelve years before the filing and exhibition of said claim.

2. To the claim of Edmund Law Rogers and Eleanor Rogers, for the legacy of five thousand dollars each, as legatees of said testator, Thomas Law, because the said Edmund and Eleanor did elect and decide to claim, under certain indentures recited to the codicil of the testator and contrary to the express condition and intention of said testator, as declared by him in said codicil, because the said Edmund and Eleanor are claiming as distributees of Elizabeth P. Law, (formerly Custis,) their distributive parts or shares of the sum of money awarded and allowed by the decree in this cause to Lloyd N. Rogers, as administrator of said Elizabeth P. Law, contrary to the express condition attached by the testator to their aforesaid legacies; because the said Eleanor and Edmund are distributees of their mother, Elizabeth P. Law, and as such are entitled to receive their distributive shares of the amount heretofore allowed to said Lloyd N. Rogers, as administrator of their said mother, and the said Eleanor and Edmund must elect between their said distributive shares and the amount legacies *legacies* aforesaid, and cannot claim to receive both said shares and said legacies; and because the said Lloyd N. Rogers, as administrator of Elizabeth P. Law, for the benefit and on account of said Eleanor and Edmund, as distributees of his said intestate, has claimed and been allowed the amount heretofore decreed to him as such administrator; by reason whereof, and of the express condition attached to said legacies, the said Edmund and Eleanor cannot now claim said legacies.

3. To the claim filed by Edmund Law Rogers, as administrator of Eliza Rogers, for the legacy bequeathed by said testator to said ; because the said Eliza died before the 20th day of October, 1848, leaving the said Lloyd N. Rogers her sole distributee, he being her father and she having died intestate and without issue, while a minor, and the said Lloyd N. Rogers having, as such distributee, a right to the distributive share or portion of said Eliza, of and in the amount heretofore allowed to said Lloyd N. Roges, as administrator of Mrs. Eliza P. Custis, and because the said Lloyd N. Rogers should first elect whether, as such distributee of said Eliza, he will claim the legacy to said Eliza, as aforesaid, or her

distributive share of the amount (being one third of said amount) heretofore allowed to said Lloyd N. Rogers, as such administrator, it being the manifest intention of said testator that neither the said Eliza Rogers, dec'd, or her distributees, should be entitled to both said legacy and said claim so allowed heretofore, or any part thereof.

ROBERT J. BRENT,
HENRY MAY,
For WILLIAM LEWIS RHAM,
ROBERT BLANE,
*Executors and Trustees of William Blane, dec'd.*

*Exceptions to Claims filed before the Auditor.*

LAW
vs.
LAW.

Henry May, as administrator of Thomas and Edmund Law, excepts as follows:

1. He excepts to the claim filed by Lloyd N. Rogers, as creditor (in right of his deceased wife) of the testator, Thomas Law, under the *the* covenant in the deed of 9th August, 1804—

1st. Because said claiam is stale, obscure, and uncertain.

2. Because the evidence offered does not support said claim.

3. Because it does not appear from the evidence that any sum or sums of money, or property, derived from the estates of General George Washington, or John Parke Custis, was ever at any time secured to Eliza Law, the child of the said Thomas Law, and Eliza Park Custis, his wife, according to the true intent and meaning of the covenant of the said Thomas Law, in said deed of 1804.

4. Because the said Lloyd N. Rogers was a party in this cause, and had due notice prior to the auditor's last report to file any claim he might have as creditor of said Thomas Law, and having such notice, failed to present his alleged claim now exhibited.

5. Because if any such claim ever in fact existed, the cause of action thereon arose more than twelve years before the exhibition and filing of said claim in this cause, and before the decree passed in this cause for an account of the estate of said Thomas Law; and this exceptant relies upon the statute in such case made and provided for the limitation of actions, suits, and demands, generally called the statute of limitations, in bar of such claim of said Lloyd N. Rogers.

6. Because the said claim, if any ever existed, became and was vested in said Thomas Law, as survivor of his said wife.

This exceptant further excepts to the claim filed by Lloyd N. Rogers, in his own right, as creditor of Thomas Law—

1. Because the same is not proved.

2. Because the same is stale and absolute.

3. Because the same, if it ever existed, is to be presumed, on the evidence, to have been fully paid.

4. Because the same was not exhibited, or filed, prior to the auditor's last report in this cause, although the said Lloyd N. Rogers was chargeable with notice to present said claim, and all claims he might have before the said auditor.

5. Because the said claim, if it ever existed, is barred by the statute of limitations on which this exceptant relies, in bar thereof.

This exceptant further excepts to the claim filed by Edmund Law Rogers, as adm. of Eliza Rogers, the lagacy left by Thomas Law, the testator to said Eliza Rogers:

1. Because the sole distributee of said claim is Lloyd N. Rogers, the father of said Eliza; and the said Lloyd N. Rogers having filed in this cause a claim, as creditor of the said Thomas Law, under the deed of 9th Aug., 1804, is, by the express condition of the will of said testator, excluded from claiming all benefit of said legacy, or his distributive part thereof; and the administration on the estate of said Eliza Rogers was taken out merely to benefit the distributee thereof, there being no creditors of said Eliza Rogers, who died an infant, owing no debts to any one.

This exceptant further excepts to the claim filed by James G. Barry:

1. Because the same is not sufficiently proved.

2. Because the same is stale and obsolete, and is presumed to have been paid.

3. Because the same is barred by the statute of limitations, on which this exceptant relies in bar thereof.

This exceptant further excepts to the claims filed by Edmund Law Rogers and Eleanor Rogers, for the lagacies left by said testator to them:

1. Because the said Edmund and Eleanor, and each of them, being sui juris, did claim, and did elect to claim, as creditors of said Thomas Law, the testator, contrary to the terms and conditions of his said last will and testament, and are therefore not entitled to any part of said legacies according to the express condition on which the same were bequeathed.

2. Because the said Lloyd N. Rogers, as administrator of Eliza P. Custis Law, is claiming, and has been allowed the amount of his claim, under and by virtue of a certain deed of Aug., 1804, and that the said Lloyd N. Rogers has made such claim in behalf of and on account of the said Eleanor, and Edmund, and Eliza Rogers, deceased, who were the distributees of the claim so allowed; and that such claim of said Lloyd N. Rogers has not been presented for the benefit of the creditors of said Eliza P. Custis Law, of whom none appear to exist.

3. Because the said Edmund and Eleanor are distributees of two-thirds of the amount awarded to Lloyd N. Rogers, as adm. of Eliza P. Custis Law, and cannot be allowed to receive or claim their lagacies aforesaid, until they have renounced, for the benefit of the estate of Thomas Law, their claim as distributees aforesaid, or until they have elected between their distributive shares aforesaid and the legacies in said last will, or have been otherwise restrained by principles of equity.

ROBERT J. BRENT,
For H. MAY,
*Administrator of Edmund and Thomas Law.*

BALT., *Apr.* 26, 1855.

DEAR SIR: In the case of Law, &c., vs. Adams, ex. of Law, &c., please submit to the court a report and accounts on the following points, viz:

1. State an account showing the distribution of the fund among the specific and residuary legatees, excluding Edmund Law Rogers and his sister, by reason of their election and renunciation in open court, and by reason of their now claiming, as distributees of their mother, the amount payable to Lloyd N. Rogers, adm. of Eliza P. Law, and which amount is payable under a certain post nuptial contract between said Eliza P. Law and Thomas Law, the testator.

2. State an account showing the amount heretofore paid by Adams to the Rogers, and charging the said amounts against their distributive shares of the fund awarded to the adm. of their mother; and in making this account, report whether their mother left any debts, and report the commissions of Lloyd N. Rogers, at say 10 per cent., and his expenses of administration—that is to say, in the absence of his having settled any account.

3. Report that by the reversal of the decree, there is a surplus for the residuary devises, and that the case was argued in supreme court by Brent & May, as counsel for the executor, and under a contract, which file; and state an account, deducting our fee from the residuary legacies, on the basis of this contract.

4. State an account paying H. May, as adm. of Ed. & Thomas, the full amount of their legacies with int.

ROBERT J. BRENT,
*For H. May, Administrator of Edmund & Thomas Law, and as counsel in supreme court with said May, for James Adams, Executor.*

To W. REDIN, Esq.,
*Auditor, &c.*

BALT., *May 22d,* '55.

DEAR SIR: We learn that the court will meet 1st Tuesday in June, and hope the law accounts will be in, as Carlisle agrees to get it disposed of this term.

Please gratify us if possible. I file the same exceptions as counsel for the residuary devisees, and please so state it in your report.

Yours truly,

R. J. BRENT.

*Auditor's Report.*

JOSH. EDM'D LAW agt. LLOYD N. ROGERS, et al. } No. 83. Equity.

The circuit court, by the decree of Jan'y, 1848, settled that the grandchildren of the late Thos. Law were entitled, under the words "child or children," in the marriage settlement with Miss Custiss, and the post nuptial deeds of 1802 and 1804, to the lots specified in those deeds, and to the benefit of the covenant in the settlement, as to the annual product or income of those lots.

The court also decided, that Lloyd N. Rogers, as administrator of Mrs. Law, (who died in the life of Mr. Law,) was entitled to the arrears of the annuity agreed to be paid by him to her, by the articles of separation between them, and to interest on such arrears.

The effect of these decisions was to absorb the whole estate, chiefly in favor of the grandchildren and the administrator of Mrs. Law; which yielded to them, in their character of creditors, and to the other unpreferred creditors of Mr. Law, a dividend of fifty-five per cent. only on their claims.

The supreme court has reversed so much of the decree of the circuit court as established the claim of Edm'd L. Rogers and Eleanor L. Rogers, the surviving grandchildren of Mr. Law, and affirmed all the rest.

The result, therefore, is, that the grandchildren take nothing as such, under the settlement and deeds, and that the will of Mr. Law is set up.

The distribution of the assets, then, under the will, will be—

1. To the creditors of Mr. Law;
2. To his specific legatees; and
3. To the residuary legatee.

The creditors are—

1. Lloyd N. Rogers, in respect of the arrears of Mrs. Law's annuity.
2. The representatives of Wm. Blane, for his sixth of lots sold by Mr. Law, in his life, and not accounted for.
3. Edm'd L. Rogers, as adm'or of Bishop Law.
4. Rich'd Wallach's administrators.

The above have been admitted as creditors heretofore under the notice given by the subscriber on the 6th Nov., 1848, and their claims are considered adjudged by the decisions of the circuit and supreme courts.

Those who have now claimed to be creditors on this audit are—

1. Lloyd N. Rogers, as individual creditor of Thos. Law, for money advanced for him.

2. Lloyd N. Rogers, claiming in his own right, under Thos. Law's covenant in the deed of 9th August, 1804, "to secure to his daughter, Eliza Law, (afterwards the wife of Lloyd N. Rogers, now dead,) a like sum," equal to whatever should be secured ultimately to come to said Eliza, after the death of her father and mother, "from the estates of Genl. Washington and John P. Custiss."

3. James G. Barry, for the amount of a judgment recently recovered against the executor of Mr. Law.

The specific legatees are—

1. Jos. Edm'd Law.
2. A. H. Lawrence, adm'or of Thos. Jones.
3. Henry May, adm'or of Thos. Law, son of John.
4. H. May, adm'or of Edm'd Law, son of John.
5. Edm'd L. Rogers.
6. Eleanor L. Rogers.
7. Edm'd L. Rogers, adm'or of Eliza L. Rogers.

The residuary legatees are the representatives of Wm. Blane, of London.

Objections are taken by R. J. Brent, esq., on behalf of Henry May, adm'or of Thos. and Edm'd Law, and of the representatives of Wm. Blane, the residuary legatees or devisees to the two claims now filed by Lloyd N. Rogers: 1, as an individual creditor of Thos. Law; and 2d, as a creditor under the deed of 1804; also to the judgment recently recovered by James G. Barry against Jas. Adams, as executor of Thos. Law; and also to the three specific legacies now claimed under the will of Thos. Law by Edm'd L. Rogers and Eleanor Rogers, and by Edm'd L. Rogers, as administrator of his deceased sister, Eliza Rogers.

The entire assets, when all shall be realized, will be sufficient to pay all the creditors whose claims are admitted, and all the specific legatees in full, and leave a surplus for the residuary legatee. But the funds now in hand are insufficient to pay entirely the specific legacies and interest.

I. The debts against the estate.

1. Lloyd N. Rogers, as adm'or of Mrs. Law.

It is now settled by the decisions of both courts, circuit and supreme, that he is to take the arrears of the annuity and interest thereon.

There will, however, have to be deducted from those arrears the payment made out of the assets in Nov'r, 1848, by consent of all parties, to the grandchildren, Edm'd L. Rogers and Eleanor L.

Rogers, but which turns out to have been made under a mistake as to their right.

A partial distribution was then made, and under the impression that something would be due to Edm'd L. and Eleanor L. Rogers, claiming as grandchildren under the settlement the sum of $\$8{,}410\frac{03}{100}$, was by consent paid to them by the trustee. Edm'd L. Rogers and Eleanor L. Rogers are two of the three distributees, (the adm'or of Eliza Rogers being the third) of their grandmother, Mrs. Law, and are entitled to receive from their father, L. N. Rogers, two-thirds of the amount which will come into his hands as her administrator for the arrears of the annuity. Notice has been given for presentation on this audit of claims against the estate of Mrs. Law. None have been presented. It is now claimed on the part of the residuary legatee, under Mr. Law's will, that the amount so paid to the grandchildren, Edm'd L. and Eleanor L. Rogers, de deducted from their distributive shares of the arrears of the annuity, with interest from the time of payment. Their shares exceed the amount so paid, and interest thereon. It seems equitable, is supposed to be legal, and is allowed.

2. Lloyd N. Rogers as a personal creditor of Thos. Law.

The claim is for $1{,}439\frac{60}{100}$, stated to be the amount of a loan advanced by the claimant to Mrs. Law on the 22d of February, 1822, "as per the vouchers annexed to his account." Such account is marked "L. N. R."

The evidence referred to consists of a letter proved to be in Mr. Law's handwriting, addressed to "Mrs. Rogers," his daughter, without date, but endorsed, received "Dec'r 2, '21," marked L. N. R. 1. In it Mr. Law says: "I have received a letter, stating that the French money is obtained, and in London; half I have paid to Blane, and the other half I shall send you bills for immediately on my return to town, viz: £574 15 4. I shall send the statement. I wish you would let your mother have half of this till I can sell my property," &c. The next is also a letter from him to Mrs. Rogers, (L. N. R. 2.) "Mr. Oliver has enclosed to me the bills which I forgot to sign. You have not written to me whether Rogers will pay half for me of the amount received to Mrs. Custiss till I am able to pay him. I wish never to receive again such a message." "And then after describing his style of living, and his wish 'to close the year without thinking of Mrs. Custiss,'" he adds, "my request is a simple one for temporary aid." The third is a letter (L. N. R. 3,) in his handwriting, without date, except a pencil endorsement of "Dec'r, 1821," and without address, but presumed to have been written to Lloyd N. Rogers from the remark as to "the illness of your father," of whom he had spoken in the preceding letter. In this letter, after speaking of the pressure of the $1,500 a year upon him, he says: "I knew Mrs. Custiss would not press for all of it from you, although she had

sent a harsh message to me through Eliza." "I have sent the bills to Barry, and now enclose an order on him for half the proceeds to you, and half for Eliza, to pay Mrs. Custiss. I will hereafter show my sense of your liberality." "I never in my life cared about money matters for myself; all I wished was to make it serve others." The 4th is a letter (L. N. R. 4,) written by Lloyd N. Rogers to Mr. Law, dated "Feb'y 23, 1822, with this endorsement, proved to be in the handwriting of Mr. Law:" 1822. Rogers enclosing Mrs. Custiss's "receipt for $1,439 60." The writer of this letter says: "I have delayed to write to you, expecting every day to receive Mrs. Custiss's receipt; I did not get it till yesterday, and I now enclose it to you for fourteen hundred and thirty-nine dollars, which I have deposited in the bank for her, it being half the proceeds of the bills which Mr. Barry sold. I informed Mrs. C., the moment that I got the money from Barry, that I had that sum for her, but did not get her answer till yesterday. She directs me also to enclose to you another receipt for some money she received from Eliza some time ago."

The objections taken by Mr. Brent to this testimony for the adm'or of the specific legatees, and for the residuary legatee, are, 1. The claim is not proved. 2. It is stale. 3. If it ever existed, it is to be presumed, on the evidence, to have been paid. 4. It was not filed under the former notice given by the auditor to Mr. Law's creditors. 5. It is barred by limitations.

The notice (L. N. R. 5) was given by the subscriber to the creditors on the 6th November, 1848. This claim was first presented under the notice (L. N. R. 6) given in April last.

The bills Mr. Law promised in his first letter (2 Dec'r, '21) to send to his daughter, Mrs. Rogers, were to be for £574 15 4 sterling, one-half of which he wished her to let her mother, Mrs. Castiss, have, One-half of that sum, with the premium on London added, would amount to about $1,439. In the 3d letter, presumed to be to Lloyd N. Rogers, (Dec'r 21,) he says he had sent the bills to Barry, and that he then enclosed an order on him for half the proceeds of the bills to him (Rogers) and half for Eliza to pay to Mrs. Custiss. The claimant received the proceeds of the bills from Mr. Barry, but when, is not shown; shortly, however, it is evident, prior to his receiving Mrs. Custiss's receipt on the 22d Feb'y, 1822. On that day he states in his letter (No. 4) that he "had" deposited $1,439 in bank for her, it being half the proceeds of the bill which Mr. Barry "sold," and which he got from Barry for her. The loan or advance now claimed as a debt due by Mrs. Law to Rogers, is stated to have been made by the latter to the former on the 22d Feb'y, 1822. It is the same sum which these vouchers mention, since the account refers to the vouchers as the proof of it.

It is thought that, upon this proof, no loan or advance is shown to have been made by the claimant to Mr. Law, but that the

$1,439 which he paid to Mrs. Custiss were the proceeds of Mr. Law's bills, sent to Barry, which Mr. Rogers received from him on the order of Mr. Law, to be paid to Mrs. Custis, which he did receive, and paid over to Mrs. Custis, and obtained her receipt to Mr. Law, and sent it to him. It is not shown that there had been any advance previous to the 22d Feb'y, the day on which Mr. Rogers received the money from Barry. If there had been, it was then repaid. No prior indebtedness, of any kind, by Mr. Law to the claimant is shown. It may have been, and most probably was, Mr. Law's intention to present the whole of the £574 15 4 to his daughter as a gratuity, but that can scarcely be deemed a debt. The claim, for these reasons, is not admitted.

3. Lloyd N. Rogers as a creditor under the deed of 9th August, 1804.

This claim (L. N. R. 7) is for a sum out of Mr. Law's estate equal to that which was secured to come ultimately to Eliza, the daughter of Mr. and Mrs. Law, and late wife of Lloyd N. Rogers, from the estates of Gen'l Washington and John P. Custis.

The claim is now made by L. N. Rogers in his own right, and is based upon Mr. Law's covenant in the deed of 1804, which is a conveyance by Mr. and Mrs. Law to Messrs. Calvert & Peter of all the interest of Mrs. Law in the estates of her father, the said John P. Custis, and of Gen'l Washington, in trust, to hold $10,000 for the sole use of Mrs. Law during life, and to be at her disposition by will at her death, and if she died intestate to pass to her heirs; and after deducting that sum, to pay the income of the residue to Mrs. Law for life, remainder to Mr. Law for life; and on the death of both, "to transfer the whole of such residue to Eliza, the daughter of Mr. and Mrs. Law, to her, her heirs and assigns forever." Then follows the covenant of Mr. Law: "And the said T. Law, for himself and his heirs, doth covenant with said Calvert & Peter, their heirs and assigns, that whensoever the full amount and value of the funds shall be ascertained and known, which may or shall come to their hands in virtue of this trust, and it can be thereby ascertained what sum will be secured to come ultimately thereupon to his daughter Eliza Law, after the death of her father and mother, that he will immediately thereupon secure to his said daughter a like sum, to be paid to her out of his estate at the death of her said father and mother."

The portion of the estates of Gen'l Washington and Mr. Custis, in which Mrs. Rogers was to take a fixed legal right under this deed, is understood to be "the residue" mentioned in it, and which it was expected the trustees would take and invest, and apply the principal and interest as therein directed. She had no vested interest in the $10,000. That sum is first set apart, and was to be at Mrs. Law's sole and absolute disposition. Whatever residue there might be is limited to Mrs. Rogers, after the death of her

father and mother, "to her, her heirs, and assigns forever." And it is to that residue, secured to come to her by virtue of the trusts of the deed, that this covenant of Mr. Law is understood to apply; "whenever it shall be ascertained what sum will be secured to come ultimately to Eliza Law after the death of her father and mother," he engages to secure a like sum.

The evidence presented to show what came from those estates, and in support of this claim, is the following: "L. N. R. 8," an order dated 21 March, 1806, from the adm'or of the estate of John P. Custis, on the executors of Genl. Washington, for £352, in favor of Messrs. Peter and Calvert, the proceeds of which were received by Mrs. Law, as appears from her receipts thereon. "L. N. R. 9," showing the payments made on the order. "L. N. R. 10," a letter of Law Lewis, one of Genl. Washington's executors, to Mrs. Law, requesting her to send the order to him. "L. N. R. 11," another letter from Mr. Lewis to Mrs. Law, asking her again for the order, and stating the payments made to her. "L. N. R. 12," a statement of moneys paid Mrs. Law on account of Genl. Washington's estate. "L. N. R. 13," another letter of Lewis, asking for the order, and stating he could pay to Mrs. Law $1,500 or $1,800 on account of the said estate. The preceding papers have been proved to be genuine by Geo. W. P. Custis, except No. 9, and it was proved by the oath of Lloyd N. Rogers to have been found among Mrs. Law's papers after her death. "L. N. R. 14," are certified extracts by the clerk of Fairfax county, Virga., from the will of Genl. Washington and the accounts of his executors; and ("L. N. R. 15,") from accounts of the adm'ors of John P. Custis, showing the sums which Mrs. Law received from both estates. A large part of the document No. 15 is prior to the deed of 1804, and, of course, has nothing to do with this question and inquiry. "L. N. R. 16" is a deed dated from Mrs Law to L. N. Rogers, and his wife, of 1,100 acres in Mason county, Va., allotted to her, Mrs. Law, under Genl. Washington's will. No proof has been given of the value of this land at the date of the covenant of the deed, or now. Mrs. Rogers died in the lifetime of both father and mother, intestate, leaving her husband and three children surviving her.

The objections taken to this claim by Mr. Brent for the legatees aforesaid, are: 1. It is stale, obscure, and uncertain. 2. The evidence does not support it. 3. It does not show that any sum was secured to Mrs. Rogers within the meaning of the covenant. 4. The claim was not presented on the former audit. 5. It should be sued for by the trustees; and, 6, the statute of limitation.

There is error of fact in the 4th objection: the claim was before the auditor on the former audits, and formed the subject of the court's 7th direction in the order of the 17th Jan'y, 1848, in these words: "to ascertain what sum will be or has been secured to come

ultimately from the property of Mrs. Law to her daughter Eliza or her children, since the death of said Thos. Law. The only proof then offered was a copy of the paper, now filed, marked "L. N. R. 15;" which was then decreed insufficient.

As to the present documents, they do not seem to furnish the basis for any report against Mr. Lewis's estate under his covenant. The whole amount of these funds, derived from both estates, leaving out the 1,100 acres of land, of the value of which no proof has been offered as above stated, does not exceed $13,500; all of which (except $1,500 paid to T. Peter, one of the trustees) are shown to have been paid to Mrs. Law directly; and (except the land) no part is shown to have reached Mrs. Rogers, or to have been invested or secured to her. They do not seem to have been taken in charge under the trust created by this deed. Except the $1,500, the funds were not received by the trustees; no investment of any part has been shown; no residue set apart, and the income applied, first to Mrs. Law for life, and afterwards to Mr. Law for his life. The covenant would seem to have reference to a residue, which was to pass into the trustees' hands, and be invested by them, and for the income of which Mr. Law not only stipulated, if he survived Mrs. Law, but also that the principal should be held by the trustees, and be secured for his daughter upon the death of both her parents. As no such residue reached the trustees' hands, and none was secured, under the deed, to the daughter, it is thought that Mr. Law's covenant was not called into action, and has not been broken, and that no claim has been made out under it against his estate.

4. James G. Barry's claim.

The evidence relied on when the claim was first presented was the short copy of the judgment recovered on the 3d April, 1855, against James Adams, executor of Thos. Law (marked B), for $250, with interest from the 16th July, 1828. The suit was commenced on the 20th Oct., 1852.

The exceptions taken to this claim are: 1. That it is not sufficiently proved. 2. Stale and obsolete, and *presemed* to have been paid. 3. The statute of limitations.

The plaintiff has, since these exceptions were taken, presented and filed in this cause the proof upon which he recovered at law. It consists of the paper marked B 1. The memorandum at the foot of the paper, acknowledging the receipt $250, is known to the auditor to be in the handwriting of Mr. Law, he being acquainted with it.

Is the claim fully proved? Is the statute of limitations a bar?

It is clear Mr. Law received the $250 from Mr. Barry, and there is no proof of repayment. He died within six years afterwards, and his estate is unsettled to this day. As the executor does not think that his duty required him to interpose in the action at law the positive bar of the statute, it appears to me that the conclusion

of the jury upon the question of original indebtedness was right, and I find the same as they did, namely, that Mr. Law owed this debt.

But the statute of limitations is now interposed by the representative of a specific legatee, and also by the residuary devisee. It is a plea which enures only to the benefit of the creditor or legatee who pleads it. 3 Gill & Jo., 12. The estate is sufficient to pay all the admitted debts and all the specific legacies. Why need a specific legatee, therefore, rely upon it? But whatever doubt there may be as to his right to plead it, it is pleaded in this case by the residuary devisee, and there seems to be no doubt as to his right to interpose it. He can do in this respect what the heir can. Effect, therefore, will have to be given to the plea, as to the real assets. But upon a careful re-examination of the accounts, I find that the executor has received since his settlement in the orphans' court, in 1848, personal assets to the amount of $\$1,598\frac{98}{100}$, and that these form a part of the aggregate fund now in his hands for distribution. It is proposed, therefore, to admit this creditor upon those assets. The debt having been established against the personal estate of the judg't at law against the executor, he cannot object. The plea of the residuary devisee, like pleas of the heir under our practice, excludes the creditor only from the real assets. The other creditors will not be injured, as they are not barred from resorting to the real estate for the residue of their debts. But as it is the right of the residuary devisee, as it is of the heir, to require that all the debts shall first go against the personal estate, the primary fund liable, this creditor, it is supposed, must be limited to a dividend, merely, with the other creditors upon these personal assets. They amount to $\$1,598\frac{98}{100}$. The debts entitled to participate to $16,326, and the proportion of this debt and the costs of suit to $\$70\frac{47}{100}$.

The counsel for the claim suggested, that the assets should be so marshalled as to allow this debt to be paid in full out of these personal assets, and that the other creditors should be put to claim against the real assets. But the effect of such an appreciation to this case of the rule, that where one party has two funds and the other but one, the former shall resort to the fund which the latter cannot, would be virtually to deprive this residuary devisee of his defence to this claim, and of his right to send all the creditors first to the personal estate; and it would also enable this creditor, in effect, to obtain payment of his debt out of the real assets, from which the residuary devisee has the right to exclude him by the plea of limitations. No instance is recollected of the marshalling of the assets so as to deprive a party of a legal defence. (2 Jar. on Wills, 600; 2 Wms. Ex'rs., 1461.)

The claim is allowed to the extent above indicated.

After this was done, the counsel stated that they believed they

could show that the pl't was beyond seas when the debt was contracted, and has continued so ever since, but that they were unable to procure the attendance of the witnesses at this time. I do not think it right, with reference to the interests of the other parties, to delay this and it; but as there will be other assets to come in and be distributed, the residue of the claim can be considered suspended, not ejected, and the testimony can be offered on the next distribution.

II. The Legacies.

1. Eliza Rogers.

$5,000 are given to her by the will of Mrs. Law. He died in 1834. She died in 1837, (Hoffman's deposition, L. N. R. 17,) a minor, unmarried and intestate. Mrs. Law died in 1832. Edm'd L. Rogers is the adm'or of his sister Eliza.

The words of the codicil, dated 25th July, 1834, containing the gift of this legacy, and the two following legacies, are:

"I give and bequeath to my three grandchildren, Edmund, Eliza and Eleanor, children of my late daughter, Eliza P. Rogers, the sum of $5,000 each to them, and each of them, and their heirs forever: provided, and with this express condition, namely, that if the s'd children of my said daughter Eliza, or either of them, or any person or persons in their behalf, or account, or in behalf or on account of either of them as heirs, or heir-at-law, or devisees or devisee of their late grandmother, the late Eliza P. Custis, shall claim, ask, demand, sue for, recover or receive any part or portion of my estate, rights, or credits, either in my lifetime or after my decease, under or by virtue of a certain indenture tripartite, bearing date the 19th March, 1796, entered into by and between Thos. Law and E. P. Custis, or under or by virtue of another Indie tripartite, bearing date the 8th May, 1800, entered into by and between Thos. Law, Eliza P. Law and Thos. Peter, or under or by virtue of another Indie bearing date 9th Aug., 1804, entered into between Thos. Law, Geo. Calvert and Thos. Peter, or under or by virtue of any other Indie deed or instrument of writing which the said Thos. Law and E. P. Law, or E. P. Custis, may have been parties, or to which any other person or persons, with s'd Thos. Law, may have been parties for the benefit of s'd E. P. Law, or E. P. Custis, or her heirs, then and in that case the bequest in this codicil to be null and of no effect, otherwise to remain in full force and virtue in law as my last will and testament, hereby declared and made known.

"I direct my executor, before named, in case the terms of this codicil be not acceptable to my said grandchildren ment'd in this codicil, to contest with them to the utmost their right to claim, or receive any portion of my estate, rights or credits, under or by virtue of the Indie before named, or any other. He will, of course,

carry into effect my intentions herein set forth in regard to either of them, agreeing or disagreeing to the terms of this codicil."

Eliza L. Rogers died before the filing of the bill.

The objections taken on behalf of the adm'or of Thos. and Edm'd Law, two of the specific legatees, and of Blane's representatives, the residuary legatee, are, that it ought not to be allowed.

"Because the said Eliza Rogers died before the 20th October, 1848, leaving the s'd Lloyd N. Rogers her sole distributee, he being her father, and she having died intestate and without issue, while a minor, and the s'd Lloyd N. Rogers having as such distributee a right to the distributive share or portion of said Eliza, of and in the amount heretofore allowed to s'd L. N. Rogers, as administrator of Mrs. Eliza P. Custis, and because the said Lloyd N. Rogers should first elect whether, as such distributee of said Eliza, he will claim the legacy to said Eliza as aforesaid, or her distributive share of the amount (being one-third of the amount) heretofore allowed to said L. N. Rogers, as such adm'or, it being the manifest intention of said testator, that neither the said Eliza Rogers, deceased, nor her distributees, should be entitled to both said legacy and said claim so allowed heretofore, or any part thereof."

2. Edm'd L. and Eleanor L. Rogers.

A legacy of $5,000 is given to each of them by the same clause of the codicil, and with the same proviso.

They were not parties to the original bill, which was filed 21 March, 1838, but were brought in as defendants by the amended bill, which they and their father, L. N. Rogers, answered jointly, by counsel, on the 19th Oct., 1847.

They exhibit the settlement deeds of separation, and will and codicil of Mr. Law, and then state:

"By reason of their tender years, and of the doubts and difficulties arising from the aforegoing instruments, and because of the discovery necessary to enable them to ascertain the condition of the said estate, they cannot now understandingly elect whether to take under the said will or not, and they pray such discovery and a reference to an auditor; averring that should they elect not to come in under the said will, they are entitled, 1. To the benefit of the *made* by the marriage settlement for the issue of the marriage of said T. Law and E. P. Custis, their grandparents. 2dly. That they are entitled to the amount which said T. Law, in the deed of 9th Augt., 1804, covenanted to pay his daughter, viz: $ , being the amount secured to their mother from the estate conveyed in trust by s'd deed, and which said T. Law therein covenanted to increase by an equal amount from his own estate; and 3dly. That said administrator is entitled to the arrears of the annuity of $1,500 as the legal representative of said Eliza P. Law."

On the 1st February, 1849, the paper marked L 2 was filed with the auditor.

The objections taken by the same parties to these legacies are, that they ought not to be allowed:

"Because said Edm'd and Eleanor Rogers did elect and decide to claim under certain indices recited in the codicil of the testator, and contrary to the express condition and intention of said testator, as declared by him in said codicil, because the said Edm'd and Eleanor are claiming as distributees of Eliza P. Law, (formerly Custis,) their distributive parts or shares of the sum of money awarded and allowed by the decree in this cause to Lloyd N. Rogers, as administrator of said Eliza P. Law, contrary to the express condition attached by the testator to their aforesaid legacies, because the said Eleanor and Edmund are distributees of their grandmother Eliza P. Law, and as such are entitled to receive their distributive shares of the amount heretofore allowed to said Lloyd N. Rogers as adm'or of their said grandmother, and the said Eleanor and Edm'd must elect between their said distributive shares and the legacies aforesaid, and cannot claim to receive both said shares and said legacies; and because said L. N. Rogers, adm'or of Eliza P. Law, for the benefit and on account of said Eleanor and Edm'd as distributees of his said intestate, has claimed and been allowed the amount heretofore decreed to him as such adm'or; by reason whereof, and of the express condition attached to said legacies, the said Edm'd and Eleanor cannot now claim said legacies."

Without assuming to pass upon the questions raised by these exceptions to the three legacies to Eliza, Edmund, and Eleanor Rogers, I have stated alternative accounts to meet the decision of the court, whether the legacies be admited or rejected.

The notes for argument, and of authorities, submitted to me on the part of the legatees, Edmund and Eleanor Rogers, are appended hereto.

Interest is calculated on the debts and specific legacies up to the day of the sale directed by the court in 1849. The interest on the deferred payments of the purchase moneys, and the interest realized by the trustee from the investments made by him, are divided pro rata among the creditors, specific legatees, and residuary legatee.

When Mr. Adams determined upon the advice of counsel, (Messrs. Marbury and Hellen) to obey the injunction contained in Mr. Law's will, and to appeal from the decision of this court, he made an agreement with Messrs. Brent and May to appear for him in the Supreme Court, for a contingent fee to be paid out of the residum. That agreement, by its terms, requires the sanction of the court. The trustee now files it, and submits it to the court.

III. The future assets at present outstanding are: 1. A fund in the hands of John P. Ingle. 2. A house and lot in square 690, embarrassed by a claim of McCormick's. 3. A lot held adversely

by G. C. Grammer, under a tax sale; and some other assets mentioned at the foot hereof.

The Ingle fund, originally a deposit in his hands for the indemnity of the late Dr. May, and now set at liberty by the decisions of the Supreme Court, amounts to $ , and an order upon Mr. Ingle to pay it into the hands of Mr. Adams, as executor and trustee, would be proper.

The McCormick claim: The house and lot were mortgaged in 1813, by Mr. Law to Mr. McCormick, to secure $4,000. In 1820, Mr. Law filed a bill, averring tha· the debt had been paid, and obtained an injunction. The bill was never answered. Both parties died, and the suit abated. No bill of revivor has been filed. I gave public notice in Nov., 1848, for the creditors of Mr. Law to present their claims. A similar notice has been given on this audit. On neither occasion has any claim been made on account of this mortgage debt, and it is proper it should be excluded from participation in the general assets of Mr. Law's estate. The suit, however, between McCormick's adm'r and the Bank of Washington, mentioned in the first report at p. 68, is still pending, and on that account the trustee has not offered the property for sale, but has collected and accounted for the rents.

There are 3 notes of J. M. Carlisle, esq., each for $803, given for the purchase of a lot, which will have to be accounted for hereafter.

Lots remaining to be sold.

No. 2, sq. 324; No. 5, sq. 692; and part of No. 23, sq. 732.
Blane's 6th still outstanding in Buckingham, part 8, sq. 350.
Boyle, 8, sq. 575.
Towle, A & B, sq. 690.
" 6, 15, 18, 19, 20, 21, 22, sq. 695.
Stelle, C, sq. 690.
Brady, C, sq. 693.
Craig, 3, sq. 695.
Fowler, 4, 5, sq. 695.
Lyons, 9, 14, sq. 695.
Higgins, 16, sq. 695.
Thomas, 7, 8, sq. 742.
Richards, 13, sq. 878.
Bean, Geo., 14, 15, sq. 770.
Barry, 16, sq. 770
Thos. Lowe, 7, 8, 9, sq. N. 743.
Law's $\frac{5}{6}$ are owing by—
Higgins, lot No. 16, sq. 695.
T. Lowe, 7, 8, 9, sq. N. 743.
W. W. Hickey, lot No. .
Debts still owing by—
Maddox..... $51 18

| | |
|---|---|
| Mrs. Sprigg | 170 |
| Waller | 10 |
| Barker | 400 |

W. REDIN.

26 May, 1855.

*James Adams, Ex'or & Trustee of T. Law, No. 83, Equity.*

DR.

| | | | | |
|---|---|---|---|---|
| Receipts prior to decree of Oct., 1848. | | | | |
| Personalty: | | | | |
| To cash received as per 1st report | | $114 00 | 17,204 67 | |
| Do. do | | | 2,267 12 | |
| Real | | | 19,471 79 | |
| Rents, individual, | " | 2,117 78 | | |
| " settlement, | " | 947 78 | | |
| " annuity, | " | 8,689 52 | | |
| " unincumbered, | " | 11,053 37 | | |
| Sales, individual, | " | 5,459 98 | | |
| " joint, | " | 26,873 32 | | |
| Interest on investments, | " | 3,702 27 | | |
| | | | 58,844 12 | |
| Receipts subsequent to decree of 20th Oct., '48 | | | $78,315 91 | |
| From all sources up to 2d Ap'l, 1850, for rents, debts, dividends, int't Blane's 6th of former sales, balances thereon due Mr. Law's estate, and sales under the decree, as per 5th report | | | | 28,359 50 |
| From all sources, similar enumerations as above, to 13 July, 1852, as per 6th report | | | | 38,484 88 |
| Receipts since July, 1852, 7th report: | | | | |
| Sales. Blane's 6th | | 1,011 08 | | |
| Patton 6th | | 128 04 | | |
| | | | 1,139 12 | |
| Law's 5-6ths | | 840 69 | | |
| Patton's " | | 378 38 | | |
| | | | 1,219 07 | |
| Law, old sales | | | 1,188 06 | |

| | | | |
|---|---|---|---|
| Interest on deferred payments of sale of 10 Nov., 1851, and on investments..... | | 5,004 59 | |
| | | | 8,550 84 |
| Total assets..... | | | 153,711 13 |

Cr.

| | | | |
|---|---|---|---|
| Payments: | | | |
| Funeral and other admor. expenses, 1 rep., 114..... | 641 29 | | |
| Arrears of taxes at Mr. Law's death..... | 4,632 48 | | |
| Debts to Bank U. S. & al., | 13,875 23 | | |
| Adm'or's commission..... | 1,474 44 | | |
| Deposit with Ingle, for Dr. May's protection, p. 141, | 1,884 72 | | |
| Taxes and repairs since Mr. Law's death to the 20th Oct., 1848..... | 12,964 71 | | |
| Other debts paid..... | 13,858 03 | | |
| | | 49,330 00 | |
| Patriotic Bank debt..... | 2,607 58 | | |
| Bank of Washington debt, | 515 51 | | |
| Blane's heirs, 13, Dec., '41, on acc't, p. 99..... | 1,405 48 | | |
| Trustees' comm'ns, plats, audit, 1st rep..... | 4,151 80 | | |
| In 5th report, for taxes, repairs, insurance, comm's, audit. as per that report, | 2,993 17 | | |
| In 6th report, for similar expenditures..... | 2,251 01 | | |
| In 7th report, do..... | 2,118 76 | | |
| | | 16,043 31 | |
| To the grandchildren, Edm'd and Eleanor Rogers, under the supposition of right in them by consent, on the 8th Nov., 1848, as per the receipt of Coxe & Carlisle, | 8,410 03 | | |
| To Loyd N. Rogers, adm'or, on account of annuity, 8 Nov., '48, rec't of Coxe & Carlisle..... | 9,521 59 | | |

| | | | | |
|---|---|---|---|---|
| To Blane's heirs, on account of his 6th of the rents and sales, 9 Nov., '48, rec't of R. S. Coxe..... | | 1,304 48 | | |
| To Blane's heirs, on acc't debt of R. S. Coxe..... | | 769 33 | | |
| Do. 10th May, '53, and 17th Jan., 54, as per receipts of R. S. Coxe... | 12,408 63 | | | |
| | 2,760 55 | | | |
| | | 15,169 18 | | |
| | | | 35,174 61 | |
| | | | | 100,548 82 |
| Balance for distribution..... | | | | 53,162 31 |

*Distribution.*

| | | | | |
|---|---|---|---|---|
| To creditors, amount..... | | | | 53,162 31 |
| 1. Lloyd N. Rogers, as adm'or of Mrs. Law, arrears of annuity, 1st rep., p. 105..... | | 13,183 49 | | |
| Interest to 1 Jan., 1832..... | | 2,948 43 | | |
| Interest on 13,183 49, from 1 Jan., '32, to first sale by trustee, 17 May, '49..... | | 13,710 64 | | |
| | | 29,842 56 | | |
| Paid on account, 9 Nov., '48 | | 9,521 59 | | |
| | | 20,320 97 | | |
| Proportion of interest earned by the funds since 17th May, '49..... | | 2,743 20 | | |
| | | 23,064 17 | | |
| Deduct amount paid to Edm'd and Eleanor Rogers, 8 Nov. 1848... | 8,410 03 | | | |
| Interest thereon to this date.... | 3,300 90 | | | |
| | | 11,710 93 | | |
| Due to L. N. Rogers..... | | | 11,353 24 | |
| 2. Blane's heirs. | | | | |

| | | | |
|---|---|---|---|
| 1. $\frac{1}{8}$th rents and sales, and interest thereon to 5th Aug't, 1848, 1st rep., p. 98 | 2,683 75 | | |
| Int. on $1,046, principal, to 17 May, 1849 | 49 42 | | |
| 2. $\frac{1}{8}$th rents and sales subsequent to 5th Aug't, '48, and to Sept. '52, including am'ts in 5th and 6th rep. | | | |
| 5th rep., p. 15 | 4,491 34 | | |
| 6th rep., p. 15, less int't | 6,060 81 | | |
| 3. $\frac{1}{8}$th of 7th report | 1,139 12 | | |
| | 14,424 44 | | |
| 4. Debt, principal, 1st rep., 94 | 2,092 30 | | |
| Do. 3d rep. | 1,195 20 | | |
| Int't 1st " | 3,262 04 | | |
| " 2d " | 2,307 33 | | |
| Int. on principal to 17 May, '49 | 153 50 | | |
| | 23,434 81 | 11,353 24 | 53,162 31 |
| Payments on ac't Blane's 1st rep. 1,405 28 | | | |
| " 1,276 31 | | | |
| " 769 33 | | | |
| 6th rep. 15,169 18 | | | |
| | 18,620 10 | | |
| | 4,815 01 | | |
| Proportion of int't earned since 17 May, '49 | 650 00 | | |
| Due Blane's heirs | | 5,465 01 | |
| 3. Bishop of Bath and Wells, Edm'd L. Rogers, ad'r. | | | |
| Principal debt | 1,111 00 | | |
| Int. from 25 June, '31, to 17 May, 49 | 1,192 42 | | |
| | 2,303 42 | | |
| Proportion of interest since earned | 310 90 | | |
| Due the Bishop's ad'r | | 2,614 32 | |

| | | | |
|---|---|---|---|
| 4. R. Wallach's adm'or. | | | |
| Principal | 9 08 | | |
| Interest | 8 82 | | |
| | | 17 90 | |
| 5. Jas. G. Barry. | | | |
| Debt | 250 00 | | |
| Int. 16 July, 1828, to 17 May, '49 | 312 50 | | |
| Costs of suit | 17 28 | | |
| | 579 78 | | |
| Proportion of sub't interest | 78 16 | | |
| | 657 94 | | |
| Proportion of personal assets assigned to this claim and costs | | 70 47 | |
| | | | 19,520 94 |
| Balance for the legatees | | | 33,641 37 |
| For the legatees | | | $33,641 37 |
| If all of them are to be paid, they are— | | | |
| 1. Jos. Edm. Law, compl't. | | | |
| Principal | 1,000 00 | | |
| Int. from 5th Aug., '35, to 17 May, '49 | 827 00 | | |
| | | 1,827 | |
| 2. H. May, ad'r of Tho's, son of John. | | | |
| Principal | 5,000 | | |
| Int't, same period | 4,135 | | |
| | | 9,135 | |
| 3. H. May, ad'r of Edm'd. | | | |
| Principal and int't, the same as the last | | 9,135 | |
| 4. A. H. Lawrence, ad'r of Thos. Jones. | | | |
| Principal $1,000, in't $827 | | 1,827 | |
| 5. Edm'd L. Rogers. | | | |
| Principal | 5,000 | | |
| Int. from Aug. 5, '35, to May 17, '49 | 4,135 | | |
| | | 9,135 | |

| | | | |
|---|---|---|---|
| 6. Eleanor L. Rogers. | | | |
| Same as the last..... | ..... | 9,135 | |
| 7. Edm'd L. Rogers, ad'r of Eliza. | | | |
| Same as the last..... | ..... | 9,135 | |
| Total amount of legacies.... | ..... | $49,329 | |
| The fund is insufficient to pay them in full, but a dividend of £68 2/10 per cent. only. | | | |
| For the legatees..... | ..... | ..... | $33,641 37 |
| The dividends on the legacies will be— | | | |
| To Jos. Edm. Law..... | 1,246 01 | | |
| H. May, ad'r of Thos.... | 6,229 87 | | |
| H. May, ad'r of Edm'd | 6,229 87 | | |
| A. H. Lawrence, ad'r of T. Jones..... | 1,246 01 | | |
| Edm'd L. Rogers..... | 6,229 87 | | |
| Eleanor L. Rogers..... | 6,229 87 | | |
| Edm'd L. Rogers, ad'r of Eliza..... | 6,229 87 | | |
| | | | 33,641 37 |
| But if Edm'd, Eleanor, and Eliza Rogers be excluded, then— | | | |
| To Jos. Edm'd Law..... | 1,827 | | |
| Proportion of the int. fund, made since May 17, '49... | 226 64 | | |
| | | 2,053 64 | |
| To H. May, ad'r of Thos..... | 9,135 | | |
| Proportion of int. fund..... | 1,233 22 | | |
| | | 10,368 22 | |
| H. May, ad'r of Edm'd, same as last ..... | ..... | 10,368 22 | |
| A. H. Lawrence, ad'r of Jones..... | 1,827 | | |
| Proportion of int. fund..... | 226 64 | | |
| | | 2,053 64 | |
| | | | 24,843 72 |
| Surplus for the residuary legatee ..... | ..... | ..... | $8,797 65 |

If the agreement as entered into by Mr. Adams, with Messrs. Brent and May, be sanctioned by the court, then—

| | | |
|---|---|---|
| The proportion of Messrs. Brent and May will be.... ..... | 2,199 41 | |
| And of Blane's heirs..... ..... | 6,598 24 | |
| | | $8,797 65 |

In any of the contingencies above stated the residuum will be increased by the Ingle fund, the house and lot, the Grammer lot, Mr. Carlisle's notes, and any amount that may be collected from the sources mentioned at the foot of the report.

W. REDIN.

26 May, 1855.

*Schedule to 1st Report.*

Dr. James Adams, executor and agent, in general account current with the estate of Thomas Law.

1834. To cash received from sundry persons, viz:

| | | | Receipts, as rendered by Mr. Adams. | |
|---|---|---|---|---|
| | John Wilson.....sq. | 741 | 35 | |
| | Grace Tollifer..... ..... | " | 6 | |
| | John Martin..... | 693 | 3 | 50 |
| | Jane Smith..... | " | 4 | |
| Augt. | Wm. Ingle.....Lot 2 in | 693 | 21 | |
| | Jane Smith..... | " | 2 | |
| | Betsy Thompson..... ..... | 695 | 4 | 50 |
| | C. Brooks..... | 693 | 2 | |
| | Abrm. Cox..... | " | 4 | |
| | John Martin..... | " | 6 | |
| Sept. | Henry Douglas..... | " | 4 | |
| | Wm. Ingle..... | 693 | 21 | |
| | Mary Humphreys..... | " | 2 | |
| | Nancy Kendall..... | " | 4 | |
| | R. Charlton..... | 382 | 20 | |
| Octr. | Sale of personal estate..... | .... | 185 | 24 |
| | Dr. Osborne, rent of farm..... | .... | 125 | |
| | Wm. Ingle..... | 693 | 21 | |
| Novr. | S. P. Lowe..... | 742 | 75 | |
| | John Martin..... | 693 | 1 | 50 |
| | Wm. Ingle..... ..... | " | 21 | |
| | Isc. Cooper..... | 575 | 39 | |
| | H. Douglas..... | 693 | 7 | |

| | | | | |
|---|---|---|---|---|
| Decr. | R. Smith, int. on corpn. stock. | 321 | 82 | |
| | W. Ingle | 693 | 21 | |
| 1835. | | | | |
| Jany. | Grace Tollifer | 741 | 2 | |
| | Charles Lyons | 382 | 68 | 58 |
| | Wm. Ingle | 693 | 21 | |
| Feby. | Jane Smith | 693 | 4 | |
| | Nancy Brooks | 685 | 20 | |
| | R. Charlton | 382 | 20 | |
| Mar. | Ed. Casteel | 766 | 40 | |
| | Nancy Brooks | 685 | 5 | |
| | W. Ingle | 693 | 21 | |
| April. | James Martin | " | 10 | |
| | Jane Smith | " | 4 | |
| | James Moore, jr | 382 | 175 | |
| | W. Ingle | 693 | 21 | |
| 1835. | | | Receipts. | |
| | G. C. Grammer, for Ault., | 324 | 237 | 16 |
| May. | T. H. Brook | 693 | 10 | |
| | W. Ingle | " | 21 | |
| | Mrs. Edelin | 770 | 2 | 50 |
| June. | John Martin | 693 | 5 | |
| | Lucy Lee | 693 | 1 | |
| | Hen'y Gray | " | 1 | 50 |
| July. | Jno. Wilson | 741 | 10 | |
| | Same | " | 2 | 50 |
| | Jane Smith | 693 | 4 | |
| | Lucy Lee | " | 1 | |
| | Dulaney | " | 2 | |
| | James Kearney | 225 | 36 | 25 |
| | F. Masi & Co., | 379 | 44 | |
| Augt. | A. Charlton | 382 | 100 | |
| | W. Ingle | 693 | 42 | |
| Sept. | Jane Smith | " | 2 | |
| | Mrs. Smith | 689 | 77 | 06 |
| | U. Ward | 460 | 44 | |
| | Jno. P. Ingle | 382 | 123 | 82 |
| | W. Ward | 460 | 88 | |
| | W. W. Seaton—note | .... | 954 | 45 |
| | Jno. P. Ingle | 382 | 247 | 64 |
| | Jno. Sinon | 575 | 1,001 | 72 |
| | C. Buckingham—note | .... | 108 | 64 |
| Octr. | C. Lyons | 382 | 69 | 50 |
| | Lucy Lee | 693 | 1 | |
| | A. Cheshire | 431 | 37 | 50 |
| | Jas. Moore, junr | 382 | 45 | 12 |

| | | | | |
|---|---|---|---|---|
| | A. Cheshire | 431 | 12 | 50 |
| | James Keech | 689 | 27 | |
| | Jas. Moore, junr | 382 | 25 | 58 |
| Novr. | Mrs. Sprigg | 689 | 54 | |
| | Sylvia Johnson | 693 | 1 | |
| Decr. | Thos. Jackson | " | 6 | |
| | Jane Smith | " | 5 | |
| | James Smith | 766 | 10 | |
| 1836. | | | | |
| Jany. | John Wilson | 741 | 5 | |
| | Saml. Briggs | 741 | 10 | |
| | J. Wilson | " | 5 | |
| | Dr. Osborne, rent of farm | .... | 20 | |
| | A. Cheshire | 431 | 25 | |
| | Miss Harrington | 740 | 20 | |
| Mar. | Jane Smith | 693 | 6 | |
| April. | Jas. Kearney | 225 | 37 | |
| | Nancy Brook | 685 | 10 | |
| May. | S. S. Briggs | 741 | 15 | |
| | Hines | 693 | 5 | 35 |
| | Massi & Co | 379 | 30 | |
| | Mrs. Smith | 689 | 40 | 16 |
| | James Moore, junr | 382 | 65 | 40 |
| | Jane Smith | 693 | 5 | |
| | Mary Donoho | 695 | 11 | 26 |
| July. | Nancy Brooks | 685 | 5 | |
| | R. Smith, int. on corp. stock | .... | 965 | 46 |
| | G. Brown, sale of farm | .... | 229 | 73 |
| | Lucy Lee | 693 | 9 | |
| | J. Wilson | 741 | 15 | |
| | F. Hassler | 689 | 187 | 50 |
| | E. Stewart | 693 | 1 | |
| | J. Magruder | " | 1 | |
| | Mary Humphreys | " | 2 | |
| | C. Buckingham—note | " | 102 | 88 |
| | Int. corp'n stock | .... | 3 | |
| Sept. | J. G. McDonald | 690 | 312 | 47 |
| | Mrs. Smith | 689 | 95 | 24 |
| Oct. | O. Cook's heirs | 460 | 31 | |
| | S. S. Briggs | 741 | 30 | |
| | E. Stewart | 693 | 1 | |
| | J. Magruder | " | 1 | |
| | B. Fletcher | 685 | 5 | |
| Dec. | F. Hassler | 689 | 125 | |
| | E. Casteel | 766 | 40 | |
| | C. Buckingham | 350 | 114 | 46 |
| | R. Charlton | 382 | 64 | 79 |

| 1837. | | | | |
|---|---|---|---|---|
| Jany. | E. Casteel | 764 | 20 | |
| | P. Greenwell | 741 | 8 | 63 |
| | Is'c Cooper | 575 | 96 | |
| | Is'c Cooper | " | 13 | |
| | Chas. Lyons | 382 | 69 | |
| | W. Ward | 460 | 44 | |
| | Nancy Brooks | 635 | 10 | |
| | S. P. Lome | 742 | 190 | |
| Feby. | Tub. Lee | 693 | 6 | 50 |
| | P. Greenwell | 741 | 2 | 50 |
| | B. Fletcher | 685 | 7 | 50 |
| March. | S. S. Briggs | 741 | 10 | |
| | W. Warder | 324 | 20 | |
| | Jas. Fearney | 225 | 36 | |
| | S. S. Briggs | 741 | 10 | |
| | Heirs of Stettinus | 460 | 90 | |
| | Nancy Brook | 685 | 10 | |
| | S. P. Lome | 742 | 56 | 80 |
| | R. Keyworth | 379 | 19 | 03 |
| | Same | " | 19 | 03 |
| | Int. on corp'n stock | .... | 6 | 90 |
| May. | N. Brook | 685 | 5 | |
| June. | S. S. Briggs | 741 | 10 | |
| | J. Wilson | " | 7 | |
| | G. C. Grammer | 324 | 137 | 32 |
| | Sale of corp'n stock | .... | 460 | 50 |
| | McDonald | 690 | 175 | |
| Sept. | F. Hassler | 689 | 187 | 50 |
| | Same | " | 131 | 25 |
| | C. Buckingham | 350 | 120 | 94 |
| Oct. | Mrs. Sprigg | 689 | 30 | |
| Nov. | E. Casteel | 766 | 30 | |
| | C. Lyons | 382 | 69 | 50 |
| | W. W. Seaton, note | .... | 1,026 | 73 |
| | A. Cox | 693 | | 20 |
| | C. Cook's heirs | 460 | 31 | |
| | Int. on corp'n stock | .... | 3 | |
| | W. & F. Little, sale lot 1 } sq. | 350 | 333 | 34 |
| | F. Massi & Co. " " 12 } | 379 | 41 | |
| | B. Milburn, sale 12 | 881 | 211 | |
| | W. W. Seaton, note | .... | 111 | 80 |
| Decr. | W. Ward | 460 | 44 | |
| | M. Reardon | 693 | 108 | |
| | Geo. Brown, sale of farm | .... | 1,770 | 27 |
| | Same | .... | 1,369 | 26 |

| | | | | |
|---|---|---|---|---|
| 1838. | | | | |
| Jany. | Jno. Lee | 693 | 6 | 50 |
| | B. Fletcher | 685 | 12 | |
| | James Moore, jun | 382 | 136 | 25 |
| Feb'y. | James Smith | 766 | 10 | |
| | W. & F. Little, sales | 350 | 183 | 33 |
| | N. Brooks | 685 | 5 | |
| | Same | " | 5 | |
| | Is'c Cooper | 575 | 48 | |
| Mar. | J. Wilson | 741 | 15 | |
| | Mrs. Sprigg | 689 | 55 | |
| April. | Heirs of Stettinus | 460 | 90 | |
| May. | W. Jacobi | 741 | 12 | |
| | J. Rawlings | " | 5 | |
| | N. Brooks | 685 | 10 | |
| June. | Thos. Jarboe | 690 | 4 | |
| | F. Hassler | 689 | 187 | 50 |
| | Jas. Smith | 766 | 5 | |
| | Same | " | 5 | |
| July. | S. S. Briggs | 741 | 95 | |
| | T. Jarboe | 690 | 4 | |
| | Jas. Rawlings | 741 | 10 | |
| | N. Brook | 685 | 5 | |
| | Mrs. Sprigg | 689 | 45 | |
| Augt. | T. Jarboe | 690 | 4 | |
| | W. T. Lowrie | 741 | 5 | 25 |
| | Mrs. Ragan | " | 1 | 50 |
| | W. Jacobi | " | 18 | |
| | Mason, by Stettinus | 382 | 45 | |
| Sept. | B. Fletcher | 685 | 33 | |
| Oct. | J. Rawlings | 741 | 5 | 33 |
| | Jas. Smith | 766 | 10 | |
| | E. Casteel | " | 30 | |
| | Mrs. Ragan | 741 | 2 | 50 |
| | Jno. Purdy, sale 3 sq | 575 | 300 | |
| | W. E. Howard, 10 sq | 770 | 183 | 72 |
| | W. & F. Little | 350 | 48 | 35 |
| | C. Buckingham | " | 100 | |
| | Tho. Carter, sale land | .... | 100 | |
| | Sale corp'n stock | .... | 1,368 | |
| | Same | .... | 11,357 | 66 |
| Novr. | J. B. Milburn | 881 | 117 | |
| | T. Jarboe | 690 | 12 | |
| | Mrs. Ford | 740 | 10 | |
| | J. Shofe | " | 12 | |
| | G. C. Grammer | 324 | 68 | 66 |
| | Tho. Jackson | 693 | 7 | |

| | | | | | |
|---|---|---|---|---|---|
| Decr. | McDonald | 690 | 175 | | |
| | J. Shofe | 740 | 4 | | |
| | J. Rawlings | 741 | 10 | | |
| | J. P. Ingle, sale | 382 | 2,130 | 54 | |
| | Same, rent | " | 371 | 46 | |
| | B. Milburn, sale | 881 | 95 | 80 | |
| | Thos. Cater, land | " | 40 | | |
| 1839. | | | | | |
| Jany. | C. Lyons | 382 | 69 | 50 | |
| | W. Jacobi | 741 | 24 | | |
| | J. Shofe | " | 4 | | |
| | Mrs. Fagan | 741 | 2 | 50 | |
| | Nancy Wood | 685 | 10 | | |
| | T. Cater, sale of land | .... | 50 | | |
| Feby. | W. Ward | 460 | 44 | | |
| | Jo. Sohfe | 740 | 4 | | |
| | Jno. Purdy, sales | 575 | 226 | 74 | |
| Mar. | T. Jarboe | 690 | 12 | | |
| | J. Rawlings | 741 | 15 | | |
| | B. Fletcher | 685 | 17 | 50 | |
| | J. Shofe | 740 | 4 | | |
| April. | J. Lee | 693 | 6 | 50 | |
| | N. Wood | 685 | 10 | | |
| May. | Mrs. Hall | 741 | 1 | 50 | |
| | J. Rawlings | " | 10 | | |
| | J. Shofe | 740 | 8 | | |
| | N. Wood | 685 | 5 | | |
| June. | T. Jarboe | 693 | 10 | | |
| | Mrs. Ford | 740 | 10 | | |
| | E. Casteel | 766 | 30 | | |
| | Mrs. Ragan | 741 | 6 | | |
| | T. Cater, sale of land | 16 | | | |
| July. | W. Jacobi | 741 | 42 | | |
| | R. Donovan | 693 | 6 | | |
| | D. Westerfield | " | 6 | | |
| | J. Smith | 766 | 25 | | |
| Aug. | J. Rawlings | 741 | 10 | | |
| | Dr. Hamilton, rent of farm | .... | 21 | 77 | |
| Sept. | R. Donovan | 693 | 8 | | |
| | J. Moore, jun | 382 | 64 | 54 | |
| | B. Milburn, int | 881 | 3 | 37 | |
| Oct. | R. Donovan | 693 | 4 | | |
| | L. Beach | 740 | 12 | | |
| | W. Jacobi | 741 | 30 | | |
| | O. Cook's heirs | 460 | 25 | | |
| | Jno. Smith | 764 | 10 | | |
| | J. Rawlings | 741 | 15 | | |
| | F. Hassler | 689 | 395 | 83 | |

| | | | | |
|---|---|---|---|---|
| | Same | ..... | 841 | 66 |
| | W. and F. Little, sale | 350 | 205 | |
| Novr. | B. Milburn, sale | 881 | 45 | 80 |
| | C. Buckingham | 350 | 157 | 33 |
| | T. M. Milburn | 350 | 111 | 30 |
| Decr. | Jas. Moore, jun'r | 382 | 70 | |
| | D. Westerfield | 690 | 16 | |
| 1840. | | | | |
| Jany. | W. Ward | 460 | 44 | |
| | S. S. Briggs | 741 | 33 | 87 |
| | L. Beach | 740 | 9 | |
| | Heirs of Stettinus | 460 | 45 | |
| | Mrs. Fagan | 741 | 2 | |
| | J. Rawlings | " | 15 | |
| | McDonald | 690 | 175 | |
| | B. Milburn, sale | 881 | 200 | 83 |
| | C. Buckingham | 350 | 149 | 35 |
| | J. Purdy | 575 | 74 | 62 |
| | W. and F. Little | 350 | 32 | |
| Feby. | W. Warder | 324 | 30 | |
| | Mrs. Fagan | 741 | 5 | 96 |
| | Jno. Lee | 690 | 6 | |
| | W. Wood | 685 | 10 | |
| | E. Casteel | 766 | 30 | |
| Mar. | J. Kearney | 225 | 108 | 25 |
| | L. Beach | 740 | 11 | |
| | B. Fletcher | 685 | 15 | |
| May. | J. Rawlings | 741 | 20 | |
| June. | N. Wood | 685 | 15 | |
| | F. Masi & Co | 379 | 30 | |
| July. | W. Jacobi | 741 | 36 | |
| | Miss Barry | 770 | 36 | |
| | S. S. Briggs | 741 | 10 | |
| Augt. | Mrs. Fagan | " | 5 | |
| | L. Beach | 740 | 5 | |
| Sept. | J. Cooper | 575 | 25 | |
| | Heirs of Stettinus | 460 | 56 | 25 |
| | B. Fletcher | 685 | 2 | 50 |
| | McDonald | 690 | 175 | |
| | W. Westerfield | " | 7 | |
| | Mrs. Edelin | 770 | 2 | 50 |
| | S. Stettinus, sale | 460 | 700 | |
| Oct. | Miss Barry | 770 | 36 | |
| | S. P. Lome | 742 | 502 | 38 |
| | W. Jacobi | 741 | 36 | |
| | J. Moore, junr | 382 | 50 | |
| | W. & F. Little, sale | 350 | 92 | |

| | | | | |
|---|---|---|---|---|
| Novr. | W. Ward | 460 | 44 | |
| | E. Hassler | 689 | 250 | |
| | C. Lyons | 382 | 70 | |
| Decr. | W. & F. Little | 350 | 25 | |
| | D. Westerfield | 690 | 20 | |
| 1841. | | | | |
| Jany. | J. Rawlings | 741 | 15 | |
| | Mrs. Fagan | " | 5 | 45 |
| Feby. | F. Hassler | 689 | 500 | |
| | N. Brooks | 685 | 10 | |
| | J. Rawlings | 741 | 15 | |
| Mar. | B. Fletcher | 685 | 20 | |
| | W. & F. Little, sale | 350 | 97 | 88 |
| Apr. | N. Brooks | 685 | 10 | |
| | Jno. Lee | 693 | 7 | |
| | J. Rawlings | 741 | 15 | |
| May. | O. Cook's heirs | 460 | 10 | |
| | E. Casteel | 766 | 30 | |
| | A. Cheshire | 431 | 150 | |
| | N. Brooks, | 685 | 5 | |
| June. | R. Charlton | 382 | 200 | |
| | L. Rawlings | 741 | 15 | |
| | Mrs. Fagan | " | 6 | 25 |
| | L. Beach | 740 | 16 | |
| | M. Rearden | 693 | 98 | 44 |
| July. | F. Hassler | 689 | 118 | 74 |
| | W. Jacobi | 741 | 36 | |
| | Smallwood's heirs | 770 | 36 | |
| | O. Cook's heirs | 460 | 10 | |
| | Ann Rachau | 693 | 5 | |
| | W. B. Todd | 460 | 136 | 50 |
| | Jno. Purdy | 575 | 60 | |
| | S. P. Lowe | 742 | 48 | |
| Augt. | C. Buckingham | 350 | 41 | 33 |
| | F. Little | 350 | 140 | 78 |
| Septr. | McDonald | 690 | 175 | |
| | W. Ward | 460 | 44 | |
| | O. Cook's heirs | 460 | 10 | |
| | J. Rawlings | 741 | 20 | |
| | J. Purdy | 575 | 96 | 80 |
| | L. Carusi, sale | 350 | 200 | |
| | W. & F. Little | " | 152 | 66 |
| Octr. | C. Lyons | 382 | 40 | |
| | Mrs. Ford | 740 | 7 | |
| | J. Moore, jr | 382 | 100 | |
| Novr. | Mrs. Fagan | 741 | 6 | 25 |
| | Jno. Purdy | 575 | 552 | 97 |

| | | | | |
|---|---|---|---|---|
| Decr. | James Cooper | 575 | 119 | |
| | W. Ingle | 693 | 95 | 43 |
| | E. Hassler | 689 | 125 | |
| | Mrs. Sprigg | " | 64 | 22 |
| | Same | .... | 60 | 92 |
| | Jas. Rawlings | 741 | 9 | 62 |
| | F. Massi & Co. | 379 | 36 | 50 |
| | L. Beach | 740 | 15 | |
| | L. Carusi | 350 | 369 | 53 |
| | W. Ingle, sale | 693 | 150 | |
| | Same, rent | " | 754 | 57 |
| | E. Moore | .... | 7 | |
| 1842. | | | | |
| Jany. | N. Wood | 685 | 10 | |
| | Jas. Moore, jr. | 382 | 50 | |
| | S. P. Lowe | 742 | 10 | 90 |
| | C. Lyons | 382 | 30 | |
| | R. Keyworth | 379 | 100 | |
| | J. Purdy | 575 | 3 | 90 |
| | J. Kearney | 225 | 72 | 50 |
| | F. Hassler | 689 | 500 | |
| | C. Buckingham | 350 | 20 | |
| Feby. | J. Kearney, rent | 225 | 5 | 62 |
| | Same, sale | .... | 204 | |
| | F. Massi & Co. | 379 | 30 | |
| | J. Lee | 693 | 6 | |
| | N. Wood | 685 | 10 | |
| Mar. | J. Rawlings | 741 | 20 | |
| | B. Fletcher | 685 | 20 | |
| | W. Riley | 693 | 4 | |
| Apl. | S. P. Lowe | 742 | 25 | |
| | Mrs. Fagan | 741 | 6 | 25 |
| | D. Westerfield | 690 | 24 | 13 |
| May. | J. Moore, jun'r | 382 | 50 | |
| | A. Cheshire | 431 | 30 | |
| June. | W. Ingle | 693 | 400 | |
| | F. Masi & Co. | 379 | 50 | |
| | A. Cheshire | 431 | 7 | 50 |
| | F. Little, int. | 350 | 16 | 88 |
| | Same, acc. notes | .... | 23 | 57 |
| | C. Buckingham | .... | 5 | 21 |
| | Same, bal. of note | .... | 80 | |
| July. | S. P. Lowe | 742 | 20 | |
| Aug. | C. Lyons | 382 | 40 | |
| | J. Rawlings | 741 | 20 | |
| | Mrs. Fagan | .... | 5 | |
| | Mr. Dickerson | .... | 2 | 50 |

| | | | | |
|---|---|---|---|---|
| | J. S. Lusby, sale 12 | 740 | 12 | 71 |
| | W. Cox | 741 | 24 | 12 |
| | R. M. Combe, sale F | 693 | 170 | 83 |
| | N. C. Towle, A. B | 690 | 140 | 65 |
| | W. Craig, 3 | 695 | 66 | |
| | J. Thomas, 7, 8 | 742 | 30 | |
| | N. C. Towle | 693 | 159 | 82 |
| Sept. | L. P. Lowe | 742 | 25 | |
| | McDonald | 690 | 250 | |
| | R. Barry, sale, 693, 770 | 771 | 208 | 33 |
| | L. Carusi | " | 37 | 02 |
| | L. Carusi, int | .... | 47 | 98 |
| | T. Blagden, sale | .... | 47 | 81 |
| | Same, sale | 771 | 260 | 42 |
| Octr. | C. Lyons | 382 | 30 | |
| | A. B. Waller | 324 | 30 | |
| | W. Jacobi | 741 | 67 | 25 |
| | Jas. Smith, sale 3, 4 | 766 | 20 | |
| | Mrs. Edelin | 770 | 5 | |
| | Mrs. Fagan | 741 | 2 | 50 |
| | J. Rawlings | .... | 15 | |
| | Jno. Wilson | .... | 10 | |
| | W. Craig, sale | .... | 40 | |
| | W. P. Ellicott | 493 | 128 | 75 |
| | S. C. Fitzpatrick, 4, 5, 6, 7, 8.. | 741 | 29 | 13 |
| | G. Collard, 1, 2, 3 | 741 | 22 | |
| | J. Purdy | .... | 212 | |
| | Postmaster Gen'l, sale 6, 7 | 430 | 5,243 | 75 |
| Nov'r. | W. Ward | 460 | 44 | |
| Dec'r | W. Ingle | 693 | 400 | |
| | Fitzpatrick, note and int | .... | 24 | 24 |
| | W. & F. Little | .... | 195 | 22 |
| | G. Collard, note and int | .... | 18 | 19 |
| | L. Carusi, note and int | .... | 300 | 86 |
| | J. Higgins, sale 16 | 695 | 41 | 67 |
| | E. B. Steele, C | 690 | 54 | 79 |
| | B. F. Dyer, D | 693 | 33 | 33 |
| | N. Brady, 693, 740 | 742 | 22 | 11 |
| | R. Patten | .... | 129 | 97 |
| | T. Blagden | .... | 111 | 35 |
| | G. Adams | 695 | 29 | 47 |
| | J. S. Fowler | 695 | 16 | 36 |
| | Jas. Fitzgerald, 695 | 740 | 201 | 56 |
| | W. Richards, 13 | 878 | 33 | 93 |
| | Jno. Boyle, 8 | 575 | 102 | 95 |
| 1843. | | | | |
| Jan'y. | F. Hassler | 689 | 250 | |

| | | | | | |
|---|---|---|---|---|---|
| | F. Masi & Co. | 379 | 20 | | |
| | Same, sale | .... | 10 | | |
| | Jas. Cooper | 575 | 40 | | |
| Feb'y. | S. P. Lowe | 742 | 25 | | |
| | W. Jacobi | 741 | 13 | 75 | |
| | F. Hassler | 689 | 500 | | |
| | F. Masi & Co., sale | .... | 30 | | |
| | F. Little, note | .... | 281 | 56 | |
| | Same, int | .... | 12 | 90 | |
| | Massi & Co., sale | .... | 25 | | |
| Mar. | B. Fletcher | 685 | 12 | | |
| Ap'l. | E. Casteel | 766 | 30 | | |
| | S. P. Lowe | 742 | 25 | | |
| | J. Moore, jun'r | 382 | 100 | | |
| | Masi & Co., sale | .... | 25 | | |
| | Carusi, note | .... | 100 | | |
| | Same, int | .... | 7 | 68 | |
| May. | Mrs. Edelin | 770 | 3 | | |
| | N. Wood | 685 | 15 | | |
| | Masi & Co., sale | .... | 40 | | |
| | J. Thomas, note | .... | 20 | 35 | |
| June. | W. Ward, sale | .... | 715 | | |
| July. | Mrs. Edelin | 770 | 4 | | |
| | Mrs. Fagan | 741 | 6 | 14 | |
| | W. Warder | 324 | 10 | | |
| | Carusi, int | .... | 6 | 11 | |
| | Fitzpatrick, note and int | .... | 25 | 50 | |
| | Fitzpatrick | .... | 24 | 73 | |
| | Geo. Collard | .... | 16 | 53 | |
| | G. Collard, sale | .... | 18 | 55 | |
| | Same | .... | 16 | 65 | |
| | J. H. Lusby | .... | 13 | 47 | |
| | J. Higgens | .... | 49 | 16 | |
| | E. B. Stelle | .... | 58 | 04 | |
| Sept'r. | S. P. Lowe | 742 | 25 | | |
| | A. Cheshire | 431 | 37 | 50 | |
| | McDonald | 690 | 250 | | |
| | Mrs. Edelen | 770 | 4 | | |
| | W. H. Hickey, sale | 743 | 80 | 67 | |
| | J. H. Lusby | .... | 27 | 12 | |
| Oct'r. | C. Lyons | 382 | 69 | 50 | |
| | S. E. Barry | 770 | 18 | | |
| | L. Carusi, note and int | .... | 89 | 29 | |
| | J. Fitzgerald, int | .... | 2 | 14 | |
| Nov'r. | J. Grinder, sale | 699 | 130 | | |
| | J. Boyle | .... | 106 | 05 | |
| | G. Collard | .... | 18 | 91 | |

| | | | | |
|---|---|---|---|---|
| | W. Richards | .... | 35 | 96 |
| | G. Adams | .... | 31 | 21 |
| | R. Barry | .... | 12 | 58 |
| | T. Blagden | .... | 126 | 57 |
| | R. Patton, note and int | .... | 37 | 86 |
| | B. F. Dyer | .... | 35 | 33 |
| | J. Fitzgerald | .... | 12 | 22 |
| | J. S. Fowler | .... | 19 | 13 |
| | T. Blagden | .... | 50 | 72 |
| | Same | .... | 165 | 69 |
| | J. C. Fitzpatrick | .... | 26 | 51 |
| | G. Collard | .... | 16 | 97 |
| | Same | .... | 17 | 13 |
| Dec'r. | E. Hassler | 689 | 250 | |
| | R. Keyworth | 382 | 182 | 50 |
| 1844. | | | | |
| Jan'y, | T. Hassler | 689 | 500 | |
| | S. P. Lowe | 742 | 50 | |
| | Int. on $6,000 treas'y notes | .... | 360 | |
| | L. Carusi, int | .... | 5 | 85 |
| | M. A. Baker, sale | .... | 115 | 34 |
| | J. L. Fowler | .... | 17 | 82 |
| | J. Purdy, int | .... | 19 | 08 |
| | R. Barry | .... | 18 | 75 |
| | R. Patton | .... | 14 | 86 |
| Feb'y. | N. C. Towle, int | .... | 10 | 82 |
| Mar. | J. Cooper | 575 | 44 | |
| | E. Casteel | 766 | 30 | |
| | B. Fletcher | 685 | 45 | |
| | S. E. Barry, ass'ee | 770 | 18 | |
| | J. Higgins, int | .... | 2 | 59 |
| Ap'l. | L. Cooper | 575 | 100 | |
| | S. P. Lowe | 742 | 25 | |
| | B. Fletcher | 685 | 5 | |
| | W. Pettibone, sale | 228 | 48 | 83 |
| | U. Ward, sale, 1, 3, 294, 5 | 575 | 263 | 96 |
| May. | Mrs. Edelin | 770 | 5 | |
| | L. Burch | " | 14 | |
| | E. B. Stelle, sale | .... | 59 | 57 |
| | N. L. Queen, sale | .... | 62 | 50 |
| | J. Boyle | .... | 109 | |
| | Geo. Adams | .... | 32 | 08 |
| | G. Collard | .... | 17 | 20 |
| | T. Blagden | .... | 130 | 14 |
| | G. Richards | .... | 36 | 98 |
| | J. Fitzgerald, int | .... | 22 | 43 |
| | B. F. Dyer | .... | 3 | |

| | | | | |
|---|---|---|---|---|
| | T. Blagden, note and int..... | .... | 52 | 17 |
| | W. H. Hickey..... | .... | 99 | |
| | Int. on corpn. stock..... | .... | 15 | 62 |
| | L. Carusi, int..... | .... | 15 | |
| | T. Blagden..... | .... | 170 | 37 |
| | G. Collard, note and int..... | .... | 17 | 45 |
| | N. C. Towle..... | .... | 100 | |
| June. | T. Lowe, jr., 7, 8, 9..... | 743 | 10 | 80 |
| | L. Carusi, int..... | .... | 15 | |
| | J. Lee, old bricks..... | .... | 2 | 75 |
| | J. Moore, jr..... | 382 | 374 | |
| | N. Shorter..... | 685 | 2 | 50 |
| | B. Fletcher..... | .... | 12 | 50 |
| July. | Int. on corpn. stock..... | .... | 159 | 17 |
| | J. Lemon, sale abandoned..... | .... | 10 | |
| | F. Masi & Co..... | .... | 50 | |
| | Same..... | .... | 136 | 05 |
| | J. Higgins, int. ..... | .... | 5 | |
| | Mrs. Edelin..... | 770 | 5 | |
| | R. Barry, int..... | .... | 35 | 50 |
| Aug. | R. Patton, int..... | .... | 22 | 57 |
| | J. Fitzgerald..... | .... | 41 | 12 |
| | M. Shorter..... | 685 | 5 | |
| | Jo. Cooper..... | 575 | 8 | |
| Sept. | J. Higgins, rent..... | 473 | 4 | |
| | O. Cook's heirs..... | 460 | 10 | |
| | M. Shorter..... | 685 | 2 | 50 |
| | J. Higgins, int..... | .... | 2 | 18 |
| | O. Cook's heirs..... | 460 | 5 | |
| | L. Carusi, int..... | .... | 15 | |
| | Int. on corp. W. stock..... | .... | 159 | 17 |
| | G. Collard, note and int..... | .... | 17 | 60 |
| | Same..... | .... | 17 | 95 |
| | Same..... | .... | 17 | 76 |
| | T. Blagden..... | .... | 175 | |
| | Same..... | .... | 133 | 72 |
| | N. Brady,..... | .... | 24 | 76 |
| | B. F. Dyer, int..... | .... | 1 | 34 |
| Nov. | O. Cook's heirs..... | .... | 5 | |
| | McDonald ..... | 690 | 202 | 18 |
| | M. Shorter..... | 685 | 5 | |
| Dec. 1845. | O. Cook's heirs..... | 460 | 5 | |
| Jan'y. | A. D. Bache..... | 689 | 500 | |
| | Same..... | " | 250 | |
| | D. Westerfield..... | 690 | 30 | |
| | J. Grinder, note and int..... | .... | 152 | 47 |

| | | | | |
|---|---|---|---|---|
| | Mary Casteel, sale 5, 6 | 766 | 50 | |
| Feb'y. | Jas Cooper | .... | 573 | 48 |
| | M. Shorter | 685 | 5 | |
| | O. Cook's heirs | 460 | 5 | |
| | W. Richards, sale | .... | 31 | 39 |
| | R. Barry, int | .... | 12 | 50 |
| | J. Fitzgerald | .... | 18 | |
| Mar. | R. Patton | .... | 10 | |
| Apr. | M. Shorter | 685 | 2 | 50 |
| | B. F. Dyer, int | .... | 1 | |
| | C. Greenwell, sale | .... | 10 | |
| | U. Ward, int | .... | 28 | 80 |
| May. | O. Cook's heir | 460 | 5 | |
| June. | M. Shorter | 685 | 5 | |
| July. | O. Cook's heirs | 460 | 5 | |
| | R. Barry, note | .... | 233 | 34 |
| | Same, int | .... | 15 | |
| Oct. | M. Sorter | 685 | 5 | |
| | J. Smith | .... | 31 | 46 |
| | B. F. Dyer, int | .... | 1 | 35 |
| | L. Carusi | .... | 48 | 49 |
| | Corpn. Wash., int | .... | 159 | 17 |
| | L. Carusi, int | .... | 15 | |
| | N. C. Towle, note and int | .... | 110 | 55 |
| | T. Blagden | .... | 179 | 73 |
| | W. Pettibone, int | .... | 2 | 96 |
| | Int. on corpn. stock | .... | 174 | 77 |
| | L. Carusi, int | .... | 15 | |
| | N. C. Towle, and note | .... | 112 | 05 |
| | Int. on corpn. stock | .... | 177 | 77 |
| | N. C. Towle, note and int | .... | 113 | 50 |
| | T. Blagden | .... | 184 | 41 |
| | Int. on corpn. stock | .... | 187 | 77 |
| | L. Browns Towle's note & int. | .... | 115 | 05 |
| Novr. | S. P. Lowe | 742 | 154 | 08 |
| 1846. | | | | |
| | McDonald | 690 | 103 | |
| Jany. | D. Westerfield | .... | 10 | 75 |
| | Int. on corpn. stock | .... | 192 | 52 |
| | M. Casteel | .... | 33 | 92 |
| | M. A. Baker, int | .... | 36 | |
| Feby. | R. Barry | .... | 12 | 50 |
| | L. Carusi, ac. notes | .... | 200 | |
| April. | A. Cheshire | 431 | 181 | 20 |
| | Int. on corpn. W. stock | .... | 201 | 52 |
| | W. Pettibone, int | .... | 8 | 79 |
| | J. Fitzgerald | .... | 36 | |

| | | | | |
|---|---|---|---|---|
| | B. F. Dyer | .... | 1 | |
| | J. Grinder | .... | 20 | 12 |
| June. | M. Shorter | 685 | 10 | |
| | Mrs. Edelin | 770 | 4 | |
| July. | A. D. Bache | 689 | 750 | |
| | Same | " | 375 | |
| | Johnson | 770 | 2 | 50 |
| | Jas. Smith, note and int | .... | 67 | 74 |
| | B. F. Dyer, int | .... | 1 | |
| | Int. on corpn. W. stock | .... | 203 | 02 |
| | J. Fitzpatrick, note and int | .... | 26 | 65 |
| | J. Boyle | .... | 112 | |
| Aug. | W. Warder | 324 | 30 | |
| | W. B. Todd | 460 | 97 | 50 |
| | R. Barry, int | .... | 21 | 03 |
| Octr. | Jas. Moore, jun'r | 382 | 221 | 04 |
| | H. Mathieson, sale | .... | 20 | 94 |
| | U. Ward, int | .... | 126 | 28 |
| | J. P. Ingle, dis. old cap | 728 | 120 | |
| Decr. | H. Cromwell, ac. Hickey | .... | 27 | 10 |
| | Int. on corpn. stock | .... | 218 | 02 |
| | B. F. Dyer, int | .... | 1 | |
| 1847. | | | | |
| Jany. | Int. on corp'n stock | .... | 229 | 62 |
| | Mrs. Casteel, int. 6 | .... | 56 | |
| | B. F. Dyer, int. $1 | .... | 34 | 33 |
| Feby. | A. D. Bache | 689 | 375 | |
| | Jno. Purdy, int | .... | 146 | 28 |
| Mar. | R. Keyworth | 382 | 200 | |
| | J. Cooper | 575 | 48 | |
| | M. A. Baker, int | .... | 20 | 58 |
| | U. Ward, sale | .... | 50 | 38 |
| | H. A. Mathieson, int. 18 | .... | 37 | 08 |
| | J. C. Fitzpatrick | .... | 19 | 25 |
| April. | M. Shorter | 685 | 7 | |
| | O. Cook's heirs | 460 | 50 | |
| | W. Pettibone, int | .... | 14 | 75 |
| | Int. on corp'n stock | .... | 235 | 62 |
| | B. F. Dyer, int | .... | 1 | |
| May. | R. Barry, int | .... | 18 | |
| | T. F. Hickey | 743 | 3 | 50 |
| | Tulty, ac. of A. Cheshire | 431 | 43 | 80 |
| | R. Keyworth | 382 | 143 | 56 |
| | W. Hickey, by Cromwell | .... | 218 | 99 |
| | L. Carusi, note and int | .... | 150 | |
| | J. Higgins, int | .... | 4 | 60 |
| June. | C. Lyons | 382 | 300 | |

| | | | | |
|---|---|---|---|---|
| | L. Carusi, ac. note | .... | 60 | |
| | Hickey by Cromwell, int. 7.44. | .... | 219 | 94 |
| | C. Greenwell | .... | 8 | 49 |
| | W. W. Seaton, note | .... | 83 | 34 |
| | S. P. Lowe | 742 | 7 | |
| | A. D. Bache | 689 | 375 | |
| July. | Int. on corp'n W. stock | .... | 248 | 97 |
| | Jas. Smith, note and int | .... | 71 | 24 |
| | J. C. Fitzpatrick, int | .... | 3 | 10 |
| Augt. | R. Barry | .... | 27 | 28 |
| Sept. | S. P. Lowe | 742 | 12 | |
| Oct. | H. Mathieson, int | .... | 2 | 16 |
| | Int. on corp'n W. stock | .... | 248 | 97 |
| Novr. | Mr. Sprigg | 689 | 40 | |
| | Same | .... | 30 | |
| | U. Ward, int | .... | 16 | 28 |
| | B. F. Dyer | .... | 1 | |
| | N. C. Towle | .... | 49 | 60 |
| Decr. | U. Ward, int | .... | 131 | 01 |
| | Same | .... | 16 | 50 |
| | Geo. Bean | .... | 1 | 98 |
| | H. Mathieson | 54 | 36 | 54 |
| | Jno. Thomas, int. 1200 | .... | 139 | 13 |
| | Mrs. Granes | 741 | 10 | |
| | D. G. Hickey | 746 | 8 | |
| | B. Thompson | 695 | 1 | 50 |
| | N. Brookes | 685 | 10 | |
| | M. Humphreys | 693 | 4 | |
| | Hines, by McCormick | " | 4 | |
| | T. F. Hickey, sugar No | .... | 477 | |
| | Mats. and int | .... | 100 | 17 |
| 1848. | | | | |
| | U. Ward, acc't int | .... | 25 | |
| | Int. on corp'n stock | .... | 265 | 47 |
| | W. B. Todd, int | .... | 20 | 25 |
| | George Bean, sale | .... | 200 | |
| | Same, int | .... | 18 | 06 |
| | W. Pettibone | .... | 8 | 79 |
| | U. Ward | .... | 28 | 02 |
| | H. Mathieson | .... | 3 | 24 |
| | M. A. Baker, by R. Barry | .... | 20 | 58 |
| | C. Greenert's note | .... | 48 | 90 |
| | Same, int | .... | 8 | 80 |
| | Corp'n Wash. int | .... | 265 | 47 |
| | Mrs. Smith, in repairs | 689 | 47 | 94 |
| | A. D. Bache, rent | .... | 375 | |
| | N. Brady, note and int | .... | 24 | 10 |

| | | | |
|---|---|---|---|
| Same | | 23 44 | |
| E. B. Steele | | 61 36 | |
| Geo. Adams | | 29 46 | |
| J. L. Fowler | | 16 35 | |
| | | 76,107 05 | |
| Kedghi, sale | | 26 | |
| Brown, for farm | | 1,884 72 | |
| Baker, rent | | 108 13 | |
| School fund stock | | 190 | |
| | | | 78,315 90 |

*Letter from Jas. Adams to the Court.*

The undersigned would respectfully represent to the hon. the judges of the circuit court of the United States for the District of Columbia, that, as executor of the last will and testament of Thomas Law, deceased, he was advised that it was not only proper, but that it was his duty by the terms of said will, to appeal to the Supreme Court of the U. S. from the decree of your Honors, in the case of Law vs. James Adams executor, and others. That having been urged to take an appeal, by the parties interested in setting aside the said decree, he sought the advice of experienced counsel, Messrs. Marbury and Hellen, neither of whom were engaged in the cause, who replied in writing, advising the appeal, a copy whereof is hereto appended marked A, which the undersigned respectfully asks may be filed with the papers in the cause.

The undersigned would also submit to your Honors that, having originally employed counsel, who afterwards became the counsel of parties before the Supreme Court, interested to sustain the decree of your honors, it became necessary to procure other counsel to represent the interest of the parties adverse thereto.

The undersigned therefore employed Henry May and Robert J. Brent, esqrs., (the former have acted as counsel in behalf of a portion of the special legatees of said T. Law,) and entered into a written contract with said counsel, whereby he stipulated to pay a contingent fee, subject to the approval of your honors; a copy of which is hereto appended marked 3, and is respectfully submitted to your consideration.

Washington, May 5th, 1855.

JAS. ADAMS,
*Exr. of Law, dec'd.*

And he also respectfully submits a copy of a letter addressed by him to Mr. Redin, esq., the auditor of your hon. court, marked C, upon the subject of his commissions, to which he asks the favorable consideration of the court.

JAS. ADAMS,
*Exr. and Trustee.*

(Copy) A.

COURT-ROOM, WASHINGTON, D. C.,
*April* 30, 1850.

JAMES ADAMS, Esq.

DR. SIR: We have examined the opinions delivered by the judges of the circuit court of the Dist. of Columbia, in the case of Rogers and others agt. yourself, exr. and trustee of Thos. Law, dec'd, and others, and also the injunction contained in the will of Mr. Law, that you should resist to the utmost the claims of the said complainants in the said cause, if persisted in by them, and are of opinion not only that it is proper that you should prosecute an appeal to the Supreme Court from the judgment of the circuit court, but that it is your duty to do so.

Respectfully,

(Signed) JOHN MARBURY,
J. HELLEN.

(Copy) B.

Whereas the undersigned, as executor of Thomas Law, late of Washington city, has employed Robert J. Brent and Henry May as counsel to argue the appeal taken by him as such executor, in the case of Joseph E. Law vs. the undersigned, Lloyd N. Rogers and others, to contest the validity of the settlement and other deeds, under which said Lloyd N. Rogers and his children claim, which appeal is now pending in the Supreme Court of the U. S.; and whereas the said counsel have agreed to argue this case upon a contingent fee, dependent on the success of said appeal: Now this is to witness, that the undersigned does as executor aforesaid hereby agree to allow said Brent and May a sum of money equal to twenty-five per cent. on such amount as may be recovered under and through said appeal for the residuary devisee or legatee in said Thomas Law's will mentioned, or the representatives of said residuary devisee or legatee: provided always, that the undersigned has the power, as executor, to make this contract, and that the same shall be approved by the court having jurisdiction over the accounts of the undersigned as such executor. And if the said court shall not approve the sum hereby stipulated to be paid, then the undersigned agrees to pay such sum as the court last aforesaid may approve, and direct to be paid out of the residue of the estate of the said Thomas Law, in the hands of the undersigned, and no other. And provided further, that, in case the deeds of settlement, and others aforesaid, in controversy, shall not be set aside, and in the event of no recovery for the said residuary devisee or legatee, by, under, or through said appeal, then the said Brent and May shall

have no claim whatever for any compensation against the undersigned for any services rendered in said case of appeal.

Witness my hand and seal this ninth day of January, 1855.

(Signed) JAS. ADAMS, *Ex'r.*

(Copy) C.

W. REDIN, Esq.,
*Auditor, &c.*

I take the liberty to submit a few remarks on the subject of my commissions in the case of Thomas Law's estate, which you have in hand.

I conceive it would do me great injustice to fix my commissions according to the rule of the court in ordinary cases of trust sales, where the property is sold under a *degree*, and is usually put up at auction and sold to the highest bidder at one time. In such cases the rule allowed is doubtless correct, and the compensation ample. But my case is quite different, and the sales made by me as an executor under a will, and having a discretion as to time and terms, have been mostly at private sale at different times in lots and parts of lots, as I could find purchasers. These sales required considerable negotiation, as the difficulties of title had to be considered in each case, making each sale a distinct transaction, frequently months apart, and running through a period of upwards of ten years. By this plan of proceeding I am confident I have saved the estate thousands of dollars. In one case I will mention the sale of two small lots to the P. M. General, where I departed from my usual rule to take the assessment value when offered and claimed, and received upwards of $3,500 in advance of the assessment price, and that, too, while the title was encumbered with Blane's individual interest to $\frac{1}{6}$ part of the lots. This undivided title to $\frac{1}{6}$ part has been the great obstacle to the sales, and I am persuaded that if the property had been put up at auction, and sold to the highest bidder, and all at one time, great sacrifice would have been the inevitable result.

This state of things, and the desire not to put too much in the market at any one time, induced me to adopt the course of selling at private sale, whereby the labor of negotiating in each individual case was incurred, and a saving to the estate much beyond the additional commission was secured. I think, on consideration of these circumstances, you will see that the rule of court in relation to trust sales does not fairly apply to my case, and that you will fix the rate of commission on principles of equity, so as to give me a fair compensation for my labor and responsibility, and in doing this I am sure you will receive the approbation of the court, and also of those interested in the avails of the estate.

(Signed) JAS. ADAMS, *Ex'r.*

*Schedule to 5th and 6th Reports.*

Dr. James Adams, Trustee of Thos. Law. Chancery, No. 83.

1*st. Rents.*

| Date. | Property. | Purchasers & Tenants. | Price & Am't. | |
|---|---|---|---|---|
| 1848. | | | | |
| July 1. | sq. 770, pt. 16, | Mulloy, tent., | 7 25 | |
| 3. | 689 | Bache, | 1 25 | |
| 10. | 744 | Roberts, | 62 50 | |
| 13. | 766 | Smith, | 20 | |
| 18. | 382 | Fugitt, | 25 | |
| 28. | 770 | Barry, | 18 | |
| 29. | 689 | Bache, | 250 | |
| Aug. 5. | 381 | Moore, | 221 66 | |
| 15. | 742 | Lowe, | 6 | |
| 16. | 575 | Cooper, | 48 | |
| 22. | 743 | Hickey, | 1 50 | |
| Oct. 5. | 575 | Purdy, | 50 | |
| | 743 | Hickey, | 1 | |
| 1849. | | | | |
| Jan. 8. | 382 | Fugitt, | 25 | |
| | 695 | Hines, | 1 | |
| | 743 | Hickey, | 1 | |
| Mar. 29. | 431 | Talty, | 65 62 | |
| Apr. 5. | 695 | Haines, | 3 | |
| 22. | 770 | Barry, | 18 | |
| May 28. | 690 | Barker, | 70 | |
| June 6. | 379 | Keyworth, | 217 26 | |
| 7. | 575 | Cooper, | 96 | |
| July 7. | 690 | Bache, | 33 32 | |
| | 689 | Do. | 375 | |
| | 382 | Fugitt, | 18 | |
| Aug. 11. | 690 | Barker, | 25 50 | |
| Sept. 17. | 460 | Moorehead, | 25 | |
| 1850. | | | | |
| Jan. 2. | 742 | Keefe, | 10. | |
| 10. | 690 | Bache, | 100 | |
| Mar. 12. | 742 | Keefe, | 10 | |
| Apr. 2. | 690 | Barker, | 50 | |
| | | | | 1,979 61 |

2*d. Sales, private.*

| Date. | Property. | Purchaser. | Price. |
|---|---|---|---|
| 1848. | | | |
| Aug. 12. | sq. 770 | Maddox, | 30 |

| Date. | Property. | Purchaser. | Price. | |
|---|---|---|---|---|
| 1849. | | | | |
| Apr. 5. | 690, pt. 7 | Power, | 189 84 | |
| May 28. | 694, 1 | Gardiner, | 151 40 | |
| 1850. | | | | |
| Apr. 3. | 732, pt. 28 | Jamison, | 10 48 | |
| 1849. | | | | |
| Jan. 8. | Leasehold 431 | Talty, | 625 | |
| | 766, 1 | Greenwell, | 22 50 | |
| | | | | 1,029 22 |

*Blane's 6th.*

| Date. | Property. | | Purchaser. | Price. | |
|---|---|---|---|---|---|
| 1849. | | | | | |
| Jan. 4. | 5 sq. | 575 | Ward, | 180 | |
| | 19 N. of | 743 | Simms, | 17 69 | |
| Apr. 5. | 1 | 766 | Greenwell, | 20 50 | |
| 23. | E. | 693 | Blagden, | 47 73 | |
| July 10. | 8 | 741 | Fitzpatrick, | 17 74 | |
| | 2 | 350 | B. Milburn, | 58 58 | |
| 27. | F. | 693 | Coombs, | 48 10 | |
| | D. | " | Dyer, | 35 17 | |
| Sept. 3. | 1 | 350 | Little, | 116 20 | |
| | 9, 10, 11, | 741 | Barry, | 234 99 | |
| | 6, 7, | 430 | P. M. Genl., | 1,482 23 | |
| Nov. 10. | 23, 24, N., | 743 | Barron, | 20 | |
| 1850. | | | | | |
| Mar. 4. | 2 | 350 | T. Milburn, | 56 63 | |
| | 3, 4, | 766 | Smith, | 42 57 | |
| | 18 | 740 | Barry, | 121 16 | |
| | 2 | 770 | Do. | 12 92 | |
| | | | | | 2,512 21 |

These lots were sold subject to the payment of Mr. Blane's sixth by the purchaser; the whole, therefore, belong to this estate.

*2d. Sales under Decree.*

| Date. | Property. | Purchaser. | Price. | |
|---|---|---|---|---|
| 1849. | | | | |
| May 17. | 1 sq. 228 | D. A. Hall, | 228 78 | |
| | 9 sq. " | Do. | 72 45 | |
| | | | | 301 23 |
| | 3 sq. " | Todd, | 130 68 | |
| | 11 sq. " | Do. | 154 69 | |

| Property. | Purchaser. | Price. | |
|---|---|---|---|
| 12 sq. 228 | Todd, | 121 87 | |
| 14 sq. " | Do. | 124 19 | |
| 14 sq. 637 | Do. | 27 80 | |
| 12 sq. 685 | Do. | 148 85 | |
| | | | 708 08 |
| 2 sq. 229 | H. Naylor, | 354 85 | |
| | | | 354 85 |
| 3 sq. " | E. L. Rodgers, | 473 50 | |
| 1 sq. 260 | Do. | 429 70 | |
| 3 sq. " | Do. | 375 | |
| 5 sq. " | Do. | 380 62 | |
| 3 sq. 295 | Do. | 821 54 | |
| 5 sq. " | Do. | 507 89 | |
| 8 sq. 324 | Do. | 371 86 | |
| 12 sq. " | Do. | 286 94 | |
| 3 sq. 382 | Do. | 1,702 01 | |
| pt. 5 sq. " | Do. | 986 53 | |
| 5 sq. 685 | Do. | 253 89 | |
| | | | 6,589 48 |
| 9 sq. 575 | J. Purdy, | 925 | |
| | | | 925 |
| 3 sq. 683 | S. P. Franklin, | 270 | |
| 4 sq. " | Do. | 270 | |
| 11 sq. " | Do. | 712 10 | |
| 2 sq. 766 | Do. | 83 30 | |
| | | | 1,335 40 |
| 6 sq. 633 | Byington, | 229 50 | |
| | | | 229 50 |
| 12 sq. " | W. P. Elliott, | 354 33 | |
| ½ 11 sq. 685 | Do. | 18 97 | |
| | | | 373 30 |
| 1 sq. 637 | A. Nailor, | 52 26 | |
| 2 sq. " | Do. | 36 10 | |
| | | | 88 36 |
| ½ 11 sq. 685 | Brooks, | 20 50 | |
| | | | 20 50 |
| 1, 2, pt. 19, 689 | L. N. Rogers, | 6,155 | |
| | | | 6,155 |
| 7 sq. 689 | Broadhead, | 67 06 | |
| 8 sq. " | Do. | 62 01 | |
| 20½, 13, 693 | Do. | 115 69 | |
| | | | 244 76 |
| 13 sq. 698 | L. Murray, | 79 30 | |
| 14 sq. " | Do. | 86 74 | |
| | | | 166 04 |

| Property. | Purchaser. | Price. | |
|---|---|---|---|
| 3 sq. 692 | North, J. D. | 22 59 | |
| 9 sq. " | Do. | 22 59 | |
| | | | 45 18 |
| 14 sq. 693 | R. Barry, | 40 52 | |
| 4 sq. 742 | Do. | 26 60 | |
| 10 sq. " | Do. | 90 08 | |
| 8, 9, 10, 743 | Do. | 120 | |
| pt. 1, 770 | Do. | 21 | |
| 2 sq. " | Do. | 45 82 | |
| 11 sq. " | Do. | 104 89 | |
| | | | 448 91 |
| 2 sq. 694 | J. P. Ingle, | 48 89 | |
| 11, 12, 732 | Do. | 53 90 | |
| | | | 102 79 |
| 3 sq. 694 | B. Bean, | 55 05 | |
| | | | 55 05 |
| 22 sq. 732 | M. Joice, | 139 82 | |
| 29 sq. " | Do. | 32 90 | |
| | | | 172 72 |
| 30 sq. " | G. Waterston, | 26 32 | |
| | | | 26 32 |
| 1 sq. 742 | T. F. Hickey, | 13 35 | |
| 2 N. sq. 743 | Do. | 12 20 | |
| 4, 5, 6, sq. " | Do. | 39 24 | |
| 22 sq. " | Do. | 38 49 | |
| | | | 103 27 |
| 6 sq. 742 | W. E. Howard, | 34 85 | |
| 13 N. sq. 743 | Do. | 12 08 | |
| 14, 18 sq. " | Do. | 62 29 | |
| 20 sq. " | Do. | 35 10 | |
| 6 sq. 770 | Do. | 70 54 | |
| | | | 214 86 |
| 3 N. sq. 743 | J. P. Keefe, | 18 20 | |
| | | | 18 20 |
| 4, 5 sq. 770 | G. Bean, | 141 07 | |
| | | | 141 07 |
| 9 sq. " | J. Keithby, | 110 11 | |
| | | | 110 11 |
| pt. 10 sq. " | A. Woodward, | 90 82 | |
| | | | 90 82 |
| 12 sq. 878 | J. Howard, | 47 | |
| | | | 47 |
| pt. 3 sq. 770 | Awkward, | 40 78 | |
| | | | 40 78 |

3. *Collections from former Private Sales.*

| | | | | |
|---|---|---|---|---|
| 1848. | | | | |
| April 8. | For Property, see Report No. 1, p. 149, | U. Ward, | 28 18 | |
| May 3. | " | B. F. Dyer, | 1 | |
| 6. | " | Carusi, (⅚ Law,) | 100 00 | |
| 18. | " | Ward, | 28 27 | |
| June 17. | " | Do. | 28 39 | |
| 27. | " | Do. | 416 50 | |
| July 20. | " | J. Grinder, | 14 42 | |
| Aug. 16. | " | R. Barry, int., | 27 28 | |
| Sept. 2. | " | J. C. Fitzpatrick, | 14 | |
| 19. | " | J. Purdy, | 4 80 | |
| Oct. 2. | " | Mathieson, | 5 40 | |
| 5. | " | J. Purdy, | 636 | |
| | " | Do. int., | 66 78 | |
| 30. | " | B. F. Dyer, | 34 5 | |
| Nov. 1. | " | J. Purdy, | 4 40 | |
| 6. | " | Mathieson, | 36 17 | |
| 1849. | | | | |
| Jan. 4. | " | Ward, | 241 97 | |
| 8. | " | J. Smith, | 77 28 | |
| Mar. 31. | " | Ward, | 158 05 | |
| Apr. 2. | " | Mathieson, | 42 48 | |
| 13. | " | Pettibone, | 57 62 | |
| 23. | " | R. Barry, | 20 58 | |
| July 10. | " | J.C. Fitzpatrick, | 106 06 | |
| 23. | " | Carusi, ⅚, | 152 98 | |
| 30. | " | Do. | 150 | |
| | " | Purdy, | 12 40 | |
| Sept. 10. | " | Mathieson, | 43 62 | |
| Nov. 10. | " | R. Barry, | 27 28 | |
| | " | W. H. V. Hickey, | 120 | |
| | " | J. Purdy, | 15 67 | |
| 1850. | | | | |
| Feb. 4. | " | Do. | 4 62 | |
| Apr. 2. | " | Mathieson, | 38 11 | |
| | | | | 2,714 66 |

The above sales were made subject to Mr. Blane's ⅓. The whole proceeds belong to Mr. Law's estate, except Carusi's. [See Rep. No. 1.]

4. *Debts & int.*

| | | | |
|---|---|---|---|
| 1848, July 8. | Corp'n interest..... | 268 47 | |
| 27. | Int. on Treas'y notes..... | 30 | |
| Aug. 24. | Div. on Buch. cap'l..... | 60 | |
| Oct. 5. | " " Corp'n stock..... | 276 57 | |

| | | | | |
|---|---|---|---|---|
| 1849, Jan. | 8. | Int. on Treas'y notes | 30 | |
| May | 25. | Stable roof | 5 | |
| July | 10. | Gain on Treas'y notes | 194 33 | |
| 1850, Jan. | 2. | Div'd on Corp'n stock | 115 | |
| | | Int. from L. N. Rogers | 35 90 | |
| | | | 1,015 27 | |
| | | | | 28,359 55 |

*Cr. Trustees' Disbursements.*

| | |
|---|---|
| Taxes on joint property, Nov. '48 | 38 28 |
| Clerk's fees, $4 20. Insurance (ann'y) $40 12 | 44 32 |
| Taxes (individual) $13 38. Taxed costs, $321 75 | 335 13 |
| R. S. Coxe, $350. 2d audit, $25 63 | 375 63 |
| Taxes 1848, (ann'y) $88 17. Heirs $82 21. Ind'l, $29 03. Joint, 237 65. | 437 06 |
| Repairs (ann'y) $28. 3d audit $50 28. Taxes (joint) $1 10. | 79 38 |
| Clerk's fees, $39 72. Repairs (joint) $6 65. Clerk's fees, $14 22. | 60 49 |
| Taxes 1849, (ann'y,) $88 17. Heirs, $88 21. Ind'l, $29 03. Joint $258 10. | 457 51 |
| Insurance (ind'l,) $14 50. Gales & Co., advertising, $17 25. | 31 75 |
| Auctioneer, 2 days, $15. Bellman, $2. Advertising, $42 12. | 59 12 |

*Trustees' Commission.*

| | | | |
|---|---|---|---|
| On rents | $1,979 61 | 197 96 | |
| Dividends, &c | 1,015 27 | 101 52 | |
| Sales, private | 1,039 52 | | |
| public | 19,103 57 | | |
| | 20,148 09 | 541 | |
| Blane's | 2,459 | 122 95 | |
| Former sales, one-half | 34 | | |
| | | | 997 43 |
| Audit, $74 57. Advertising, $2 50 | | | 77 07 |
| | | | 2,993 17 |
| | | | $25,356 78 |

*6th Report.*

Schedule No. 3. Sales.

Private, report 26th Nov., 1850.

| | |
|---|---|
| W. McKinstry, lot 7, sq. 260 | 1,342 |
| H. Pritchard, " 5, 7, 22, Lowe's | 550 |

| | | | | | | |
|---|---|---|---|---|---|---|
| M. Casteel, ⅛ part sq. 76 | | | | | 34 96 | |
| H. Cromwell, ⅛ 1, 27, 28, sq. 743 | | | | | 105 18 | |
| T. Parsons, 15, sq. 685 | | | | | 514 10 | |
| W. P. Elliot, ⅛ G 1, 30, 693 | | | | | 50 46 | |
| J. Fitzgerald, ⅛ 1, 16, 17, 740 | | | | | 237 84 | |
| J. Jack, 1, sq. 766 | | | | | 75 | |
| E. B. Mudd, 14, sq. 685 | | | | | 572 74 | |
| Public, rep't 7 July, '51. | | | | | | |
| C. Doubleday, 4, sq. 228 | | | | | 370 01 | |
| W. B. Todd, 5, " 228 | | | | 233 03½ | | |
| 6, " " | | | | 216 64½ | | |
| 7, " " | | | | 207 25½ | | |
| 16, " 689 | | | | 489 50 | | |
| Private.....2, " 228 | | | | 311 60 | | |
| | | | | | | 1,458 03½ |
| S. P. Franklin, | 8 | sq. | 228 | | 195 75¾ | |
| | 5 | sq. | 760 | | 37 50 | |
| pt. | 6 | sq. | " | | 378 17 | |
| | 7 | sq. | " | | 194 35¼ | |
| | 8 | sq. | " | | 244 02 | |
| | | | | | | 1,049 80 |
| L. N. Rogers, | 10 | sq. | 228 | | 619 20 | |
| | 8 | sq. | 637 | | 304 26 | |
| | 6 | sq. | 685 | | 1,111 57¾ | |
| | 14 | sq. | " | | 797 72¾ | |
| | 4 | sq. | 692 | | 275 22 | |
| | 12 | sq. | 692 | | 61 43¾ | |
| | 4 | sq. | 693 | | 262 27½ | |
| | 24 | sq. | " | | 46 88 | |
| | 15 | sq. | 743 | | 62 50 | |
| | 16 | sq. | " | | 37 50 | |
| | 18 | sq. | " | | 18 75 | |
| w ½ | 5 | sq. | 382 | | 905 | |
| | | | | | | 4,502 33 |
| H. McCormick, | 7 | sq. | 637 | | 154 26 | |
| | 6 | sq. | 693 | | 128 28 | |
| | 9 | sq. | " | | 83 32½ | |
| | 35 | sq. | 732 | | 80 20 | |
| | 3 | sq. | 743 | | 100 | |
| | 11 | sq. N | 743 | | 42 10 | |
| | | | | | | 588 16½ |
| A. Rothwell, | 3 | sq. | 637 | | 201 75 | |
| | 9 | sq. | " | | 151 31¼ | |
| | | | | | | 353 06¼ |
| C. W. Stewart, | 10 | sq. | 690 | | | 59 31¼ |
| J. P. Ingle, divd. on capital, | | | | | 45 | |
| Int. therein sold, | | | | | 736 | |
| | | | | | | 781 |

| | | | | | | |
|---|---|---|---|---|---|---|
| C. H. Van Patten, | 10 | sq. | 692 | 30 | 26½ | |
| | 20 | sq. | 732 | 148 | 86 | |
| | 21 | sq. | " | 115 | 15 | |
| | 36 | sq. | " | 105 | 28 | |
| | 19,21,22 | sq. | 743 | 11 | | |
| | | | | | | 410 55½ |
| D. A. Hall, | 11 | sq. | 692 | | | 40 31 |
| R. M. Coombs, | 10 | sq. | 693 | | | 135 62½ |
| R. Wallach, | 26 | sq. | " | | | 61 29 |
| W. Marshal, | 27 | sq. | " | 67 | 13 | |
| | 4 | sq. | 694 | 123 | 80 | |
| | 8 | sq. | " | 106 | 53¾ | |
| pt. | 5 | sq. | 381 | 253 | 94 | |
| | | | | | | 551 40¾ |
| W. S. Colquhoun, | 9 | sq. | 694 | | | 53 59 |
| Geo. Waterston, | 31 | sq. | 732 | | | 198 48 |
| J. P. Ingle, | 37 | sq. | " | | | 106 95 |
| M. Kelly, | 1 | sq. | 743 | 168 | 65¾ | |
| | 9 | sq. | 766 | 346 | 62 | |
| | | | | | | 515 27¾ |
| J. H. Goddard, | 12 | sq. | 743 | 146 | 40 | |
| | 10 | sq. N | 743 | 26 | 26 | |
| | 12 | sq. | " | 40 | 39 | |
| | | | | | | 213 05 |
| R. H. Lambell, pt. | 1 | sq. | 744 | 1,158 | 30 | |
| " | 2 | sq. | " | 1,242 | 06¼ | |
| | | | | | | 2,400 36¼ |
| Stack, " | 3 | sq. | 575 | | | 775 |
| C. Greenwell, " | 1 | sq. | 766 | | | 91 87 |
| E.G.Moreland &Bro., | pt.4 | sq. | 461 | | | 254 |
| R. Barry, | " 1 | sq. | 770 | | | 255 |
| Davis and Garrett, | " 5 | sq. | 381 | | | 452 77 |
| J. Moore, | " 5 | sq. | " | | | 536 09 |
| A. Small | " 5 | sq. | " | | | 332 20 |
| Private, report 7 July, '51. | | | | | | |
| J. B. Ward, ⅙, 1. | 3 | sq. | 294 | | | 581 10 |
| J. Smith, E. ½. | 3 | sq. | 766 | | | 72 50 |
| T. Blagden, | ⅙ lots, | sq. | 740&695 | 178 | 19 | |
| | " | sq. | 741 | 334 | 32 | |
| | | sq. | 738 | 52 | 74 | |
| | 17 | sq. | 693 | 237 | 25 | |
| | | | | | | 802 50 |
| A. H. Mathieson, | 7, 12 | sq. | 770 | | | 57 |
| Private, since Oct., 1851. | | | | | | |
| J. Kearney, | pt. | sq. | 225 | | | 360 |
| M. Shanks, | 4 | sq. | 379 | | | 267 81 |
| J. M. Jones, | 16 | sq. | 770 | | | 70 |

| | | | | | |
|---|---|---|---|---|---|
| H. Gelston, | 3, 4 | sq. | 379 | 269 | 45 |
| Same, | 3, 4 | sq. | 381 | 1,507 | 68 |
| J. Grinder, | 7, 8 | sq. | 695 | 100 | |
| Mrs. Joyce, | 28 | sq. | 732 | 12 | 24 |
| F. Little, | ⅛ 1, 2, 12 | sq. | 350 | 300 | |
| George Bean, | pt. 15 | sq. | 770 | 138 | 56 |
| | | | | 24,566 | 66 |

*Schedule No.* 4. *Rents.*

Tenants:—

| | | | |
|---|---|---|---|
| Bache | 375 | | |
| Kearney | 168 | | |
| Barker | 40 | | |
| Barry | 18 | | |
| Small, for Moore | 46 | 25 | |
| Moore | 138 | 75 | |
| Hein | 100 | | |
| Walker | 3 | | |
| Moreland | 20 | | |
| Barker | 40 | | |
| Hein | 100 | | |
| Stant | 4 | | |
| Barry | 18 | | |
| Same, asse. Cooper | 48 | | |
| Hein | 100 | | |
| Pritchard, asse. Cooper | 48 | | |
| Keyworth | 38 | 06 | |
| O. Cook's heirs | 42 | 50 | |
| Barry | 54 | | |
| Hein | 100 | | |
| Keyworth | 14 | 28 | |
| Moore | 145 | 94 | |
| Kearney | 72 | | |
| Lyons | 257 | 20 | |
| Shanks | 303 | 45 | |
| Grinder | 18 | | |
| Gelston | 1,480 | 09 | |
| Barker | 50 | | |
| Hein | 100 | | |
| | | | 3,942 52 |

*Schedule No.* 5.

1. Collections from former private sales. Report Oct., '48, 1849.

| | Law. | Blane. |
|---|---|---|
| Pettibone | 52 | |
| Carusi | 304 17 | 60 83 |
| Barry, int., Baker | 20 58 | |
| Fitzgerald | 758 30 | |
| Grinder, Lowe | 50 | |
| Barry, int | 22 32 | |
| Same | 27 28 | |
| U. Ward | 327 50 | |
| Same | 331 49 | |
| Grinder, Lowe | 25 | |
| Purdy, int | 42 | |
| U. Ward | 332 24 | |
| Pettibone | 54 69 | |
| Barry, int | 20 58 | |
| Carusi | 184 | 36 81 |
| Barry, int | 22 39 | |
| Same | 27 53 | |
| Patton | 143 10 | |
| Lyons | 318 47 | |
| Barry, int., Baker | 20 58 | |
| U. Ward | 1,686 06 | |
| Barry, int | 22 32 | |
| Todd, leasehold | 270 84 | 54 16 |
| Int. thereon | 69 16 | 13 64 |
| | 5,132 60 | 165 64 |
| | 165 64 | |
| | 5,298 24 | |

2. Debts.

| | | |
|---|---|---|
| W. W. Seaton, 598 94 | | 598 94 |
| Int. on deferred payments of 5th report, | | 1,360 61 |
| Int. rec'd by trustee | | 282 03 |
| | | 38,484 88 |

Cr.

| | | |
|---|---|---|
| Trustee's disbursements: | | |
| Total amount as per 6th report, p. 12 | 2,251 01 | |
| | | 36,233,87 |

3. Interest made by the trustee on the moneys collected.

| | |
|---|---|
| Latham | 85 66 |
| Corp. of Wash. int. | 135 |

| | | | |
|---|---|---|---|
| Latham | 90 | | |
| Corp. of Wash | 156 | | |
| Latham | 217 | 25 | |
| Corp. of Wash | 156 | | |
| Latham | 473 | 50 | |
| Chubb & Co | 55 | | |
| Selden & Co | 50 | | |
| Corpn. Wash | 156 | | |
| Purdy, int | 18 | 30 | |
| Selden & Co | 300 | | |
| Chubb & Co | 51 | 67 | |
| Same | 14 | | |
| U. Ward | 4 | 17 | |
| Latham | 48 | 33 | |
| Bank of Wash'n | 76 | | |
| Willie | 6 | 20 | |
| Corp. of Washington | 75 | | |
| Broadhead | 17 | 79 | |
| Latham | 250 | | |
| | | | 2,435 87 |

*Seventh Report.*

Dr. James Adams, Trustee. Receipts and Expenditures on account of sales, debts, and interest from July 13th, 1852, to date, viz:

| | Sales. | | Interest. | Total. |
|---|---|---|---|---|
| 1st. To Mrs. Joyce, pt. lot, sq. 732 (5 feet),* | 12 | 50 | | |
| 2d. To Richard Barry— | | | | |
| lot 8, sq. 770 | 54 | 20 | | |
| part lot 2, sq. 770 | 64 | 28 | | |
| | 118 | 48 | | |
| Deduct error in calculation of quantity in lots 1 and 11, in sq. 770. | 16 | 44 | | |
| | 102 | 04 | | |
| 3d. To John C. Fitzpatrick, $\frac{1}{6}$ of lots 4, 5, 6 and 7, sq. 741, $52, and interest, $30 68 | 82 | 68 | | |
| 4th. To H. Mathieson, pt. lot 7, sq. 770 | 90 | 00 | | |
| Interest paid | ..... | | 2 27 | |
| 5th. To John Grinder, $\frac{1}{6}$ of sq. No. of 699, $100, and int. 58 75 | 158 | 75 | | |

* Sale returned in last report that payment received since.

| | | Interest. | Total. |
|---|---|---|---|
| 6th. To Geo. Collard, $\frac{1}{6}$ of lots 1, 2 and 3, sq. 741 | 68 48 | | |
| 7th. To John Purdy, $\frac{1}{6}$ of pt. lot 3, sq. 575, $265, and int. 221 33. | 486 33 | | |
| 8th. To Wm. Pettibone, $\frac{1}{6}$ of lot 13, sq. 228 | 39 00 | 11 72 | |
| 9th. To Jas. M. Carlisle, lot 5, sq. 663, cash | 802 00 | | |
| (3 notes $804, $804, and $803, at 1, 2 and 3 yrs. from 29 Mar., 1855, with interest.) | | | |
| | 1,837 78 | 13 99 | 1,851 77 |
| On ac't of debts. | | | |
| From John Grinder (two notes) | 287 39 | | |
| Mrs. Baker (three notes) | 343 | | |
| J. C. Fitzpatrick " | 103 94 | | |
| Richard Barry (a) | 454 68 | | |
| | | 9 | 1,188 01 |
| Rd. Patton, { Law $\frac{5}{6}$ths, 378 38 / Blane $\frac{1}{6}$th, 128 04 | | | 506 42 |
| Ac't interest on investments, &c. | | | |
| From John C. Fitzpatrick | | 19 99 | |
| John Grinder | | 102 71 | |
| Stans. Murray | | 12 20 | |
| J. W. Jones | | 2 05 | |
| R. M. Combs | | 7 48 | |
| Wm. B. Todd | | 135 81 | |
| Selden, W. (in below). | | | |
| John Purdy | | 34 42 | |
| Rich'd Barry | | 162 55 | |
| W. McL. Cripps | | 17 13 | |
| Ulyss. Ward | | 349 33 | |
| Z. C. Robbins | | 59 05 | |
| J. Kearney | | 27 45 | |
| Donn & Bro | | 50 52 | |
| Tho. Blagden | | 8 14 | |
| F. Little | | 3 05 | |
| Chubb Bro | | 69 37 | |
| J. Lenthall | | 64 65 | |
| S. A. Peugh | | 181 67 | |
| C. H. Van Patten | | 8 84 | |
| Corporation of Wash | | 102 | |
| Jas. Smith | | 4 12 | |
| F. Howard | | 26 46 | |

| | Interest. | Total. |
|---|---|---|
| Thos. Lewis | 12 93 | |
| Flanagan | 24 20 | |
| Clarke | 12 20 | |
| Mrs. Baker | 29 17 | |
| Jno. C. Brent | 77 27 | |
| David A. Hall | 5 76 | |
| R. Brodhead | 29 28 | |
| H. Pritchard | 8 37 | |
| And. Rothwell | 46 85 | |
| W. H. Phillips | 100 19 | |
| F. A. Dickens | 56 42 | |
| Tho. Lewis | 22 16 | |
| Johnson, Bro. & Co | 319 50 | |
| W. H. Winder | 302 24 | |
| Chas. De Selding | 163 80 | |
| Adams | 7 20 | |
| J. Miller | 66 55 | |
| G. W. Venable | 23 07 | |
| F. Little | 7 56 | |
| Colquhon | 3 92 | |
| C. Greenwell | 6 92 | |
| M. Kelley | 30 24 | |
| Mrs. Doubleday | 26 99 | |
| H. McCormick | 44 24 | |
| Geo. Waterston | 15 16 | |
| And. Small | 23 05 | |
| F. A. Stuck | 58 44 | |
| Jno. Moore | 40 34 | |
| John H. Goddard | 15 96 | |
| R. H. Lambell | 90 50 | |
| Davis & Garrett | 203 42 | |
| Wm. Marshall | 29 87 | |
| S. P. Franklin | 31 50 | |
| J. C. McGuire | 8 56 | |
| John Van Riswick | 32 04 | |
| Faulkner | 47 30 | |
| Corse, Snowden & Cone | 790 30 | |
| J. McKinstry | 78 46 | |
| Doct. Johnston | 26 | |
| B. B. French | 8 67 | |
| Selden, Withers & Co | 174 | |
| Corporation of Georgetown | 555 | |
| Total receipts | | 8,551 89 |

1852. Expenditures, viz:

| | | | |
|---|---|---|---|
| Aug. 24. | Taxes | 43 | |
| Sept. 27. | Wm. Redin, aud'r's fees | 125 | 82 |
| Oct. 4. | Johnson Hellen | 75 | |
| 8. | W. Marshall, reps. 690 | 13 | 70 |
| 1853. | | | |
| Feb. 18. | Taxes, 5 bills | 52 | 22 |
| June 20. | Insurance | 13 | 50 |
| Nov. 12. | Johnson Hellen | 25 | |
| 16. | Woodward, copying | 10 | |
| 1854. | | | |
| Jan'y 7. | W. Redin, fee on a'ct for resisting Mr. Coxe's motion for attach't to pay over the money to the grandchildren | 100 | |
| 10. | J. H. Bradley, do. same service | 100 | |
| 17. | Insurance | 13 | 50 |
| Aug. 3. | Jno. A. Smith, fees | 73 | 92 |
| 7. | J. Wise, reps. 690 | 20 | |
| 14. | Taxes | 22 | 75 |
| Nov. 18. | H. Y. Taylor, reps. 690 | 4 | 40 |
| 1855. | | | |
| Jan. 13. | Printing brief S. C | 28 | |
| 16. | W. Redin, att'y arrang. second for Sup. Court, and examining Grammer's title to lot at tax sale | 75 | |
| Feb. 9. | Reps. House 690 | 10 | |
| | Taxes (5 bills) | 48 | 74 |
| | Cl'k Supreme Court fees id. Carroll | 211 | 57 |
| May. | Carlisle, for defence of Barry's suit | 50 | 00 |
| | Trustee's com'ns on these coll'ns | 689 | 95 |
| | | | 1,806 07 |
| | | | 6,745 82 |

Washington, May 7th, 1855.

| | | |
|---|---|---|
| Vouchers omitted, fees..... | 4 12 | |
| Do. do. int..... | 37 28 | |
| Do. Taxes, Grammer..... | 5 29 | |
| | | 46 69 |
| | | 6,699 13 |

JAS. ADAMS,
*Ex'r and Trustee.*

*Exhibits referred to in Auditor's Report.*

*Ex. L. N. R.*

L. N. R.

The estate of Thomas Law, late of the city of Washington, in the District of Columbia, deceased,

To Lloyd N. Rogers, Dr.

To $1,439 $\frac{60}{100}$ (fourteen hundred and thirty-nine dollars and sixty cents), with interest thereon from the twenty-second day of February, A. D. 1822, said sum being the amount of a loan advanced by him to said Thomas law in his lifetime, and by said Thomas Law promised to be repaid, as per the vouchers hereunto annexed will appear.

LLOYD N. ROGERS.

DISTRICT OF COLUMBIA,
*Washington County, sct.*

Be it remembered, and it is hereby certified, that on this eighth day of May, in the year of our Lord one thousand eight hundred and fifty-five, before the subscriber, William Redin, auditor of the circuit court of the United States for the District of Columbia aforesaid, personally appears Lloyd N. Rogers, he being known to me, of my own knowledge, to be the party creditor mentioned in the aforegoing account, and makes oath, on the Holy Evangely of Almighty God, that said account is just and true, and that he has not received the whole nor any part of the sum herein charged to be due, nor any security or consideration of any kind for the same, either from the said Thomas Law, in his lifetime, or from any person in his behalf, or from his estate since his death.

W. REDIN.

*Ex. L. N. R., No.* 1.

L. N. R. 1.

ELIZA: I have rec'd a l're stating that the French money is obtained and in London; half I have paid to Blane, and the other half I shall send you bills for the m'y on my return to town, viz: £19,574 15 4. I shall send the statement. I wish you would let

your mother half of this till I can sell my property, and then get an annuity or some small income for myself; for the rest I care not. When I told you how I lived, I hoped you would inquire into my circumstances, and interest yourself about me. Silence was all I received. I wished not for partiality. I only was anxious for sympathy. I rejoice that you have a generous, feeling husband; he exerts himself nobly. I wish it was in my power to show my regard. Int. Canning came in my absence to shoot my housekeeper; had only whiskey and apples to give; my butter was all sent to market; they would not wait for a broiled chicken. Rem'r me aff'y to the col. and the three cherubs.

I lose not a moment in informing you of my lre. from Paxton, Cocherell & Thrate. T

(The letter being torn, the name was obliterated.)

Mrs. ROGERS, Druid Hill, near Baltimore.

*Ex. L. N. R., No.* 2.

L. N. R. 2.

DR. ELIZA: Mr. Oliver has enclosed to me the bills, which I forgot to sign. You have not written to me whether Rogers will pay half for me of the amount received to Mrs. Custis till I am able to pay him. I wish never to receive again such a message. I write in the country, where I am alone, to avoid the trifling expense of boarding in the city. I wish to close the year without thinking of Mrs. Custis. My request is a simple one for temporary aid. I learn Mr. Rogers, your worthy father-in-law, is likely to be relieved from the cares of this life. I attribute your silence to that.

Yours, T. LAW.

Rem'r me aff'y to Mr. Lloyd.

Mrs. ROGERS, Druid Hill, near Baltimore.

*Ex. L. N. R., No.* 3.

L. N. R. 3.

MY DEAR SIR: I rejoice to close this year with a reply to your welcome, kind aff'e letter. You cannot conceive how much I have suffered by inability to remit to Mrs. Custis, and particularly by being informed that malignity had doubled the amount due, and thus injured me. That this 1,500 d'rs p. annum has been a great drawback on me, you can easily perceive, and you will applaud me for exertions during 20 years, and wonder at my punctuality. I knew that Mrs. Custis would not press for all of it from you, although she had sent a harsh message through Eliza to me. My conduct little merited this. I am not very well, and will write you more cheerfully hereafter. I am sorry to learn that your father has been so ill. Give my aff'e regards to your good sister. I have sent the bills to Barry, and now enclose an order on him for half

the proceeds to you, and half for Eliza, to pay Mrs. Custis. I will hereafter show my sense of your liberality. I never in my life cared about money matters for myself; all I wished was to make it serve others. I have scarcely read over your letter; the first cursory perusal of its beginning and end relieved me from uneasiness. You will give me credit for some philosophy, who live without murmuring on 300 or 500 d'rs, who spent formerly 30,000. May the next year render all under your roof happy and prosperous is the sincere prayer of

Yours, aff'y, T. LAW.

*Ex. L. N. R. No.* 4.

DRUID HILL, *Feb'y* 23*d*, 1822.

I have delayed, my dear sir, to write to you, expecting every day to receive Mrs. Custis's rec'pt. I did not get it until yesterday, and I now enclose it to you, for fourteen hundred and thirty-nine dollars, which I have deposited in the bank for her, it being half the proceeds of the bills which Mr. Barry sold. I informed Mrs. C. the moment that I got the money from Barry, that I had that sum for her, but did not get her answer till yesterday. She directs me also to enclose to you another rec'pt for some money she received from Eliza some time ago. Eliza and the children are very well, and we have been in hopes that you would have been with us before this. Shall we not see you before the spring sets you at work in the country? You should see our place in fine order, now, if hard work and indefatigable attention could avail. But all going out and nothing coming in, almost disheartens me, and I am well nigh tempted to abandon farming, at least until I could find a more favorable spot on which to expend my efforts. A growing family makes me begin to think and feel seriously the necessity of doing something effective for their future provision. If you do not pay us a visit soon, you may expect to be welcomed, when you come again, by another grandchild. Crescite et multiplicamini seems to be our motto. I am blessed with a dear good wife, take her for all and all, (and it is thus we should estimate everything in this world.) I do not know where such another should be found; and charming children, who, I trust, will deserve more than ever I can do for them. I have some prospect of making, as I believe, a very advantageous purchase of some land near Plattsburg, on Lake Champlain, through the means of my brother-in-law, Mr. Murray. If I do conclude upon it, my interest would probably lead me to pay it a visit this summer. If I should do so, perhaps it would do well that I should look after your concern near White's-tours, at the es. I should be in the neig . That land, if you have not with it, ought to be value now, as the grand canal mus through or very near to it. Lyncl me, I think,

was your agent; Mr. knows him very well. I dined yester at Oliver's; he is very well, and always inqu about you. I believe him to be one the be of men. Write to me when you have leisure, and believe me always sincerely and affect'y

Yours,

LLOYD N. ROGERS.

THOMAS LAW, Esq.,
*Washington, Dist. Columbia.*

*Ex. L. N. R., No.* 5.

OEFICE OF THE NATIONAL INTELLIGENCER,
*Washington, March* 9, 1849.

We hereby certify that the advertisement, of which the annexed is a copy, was published in the National Intelligencer twice a week till February 1, 1849, commencing on the 6th of Nov'r, 1848—13 weeks. Cost of advertising, $16 $\frac{25}{100}$.

For Gales & Seaton, THO. DONOHO.

*In Chancery.*

Joseph Edmund Law, complainant, against James Adams, Lloyd N. Rogers and others, defendants.

By a decretal order of the circuit court of the District of Columbia, passed in the above cause, on the 20th day of October last, it is made the duty of the subscriber to ascertain and report to the said court the names of all parties claiming to be creditors of Thomas Law, late of this city, deceased, with the sums respectively due to them, and payable out of his estate; and to enable him to fulfil this direction, he is authorized and directed to give public notice, to be published in the National Intelligencer, for such time as he may deem reasonable and just, to all persons claiming to be such creditors of said Thomas Law, to present and prove the said claims; and in cases where the validity of said claims shall be contested, to report the evidence adduced for or against the same. Notice is, therefore, hereby given to all persons claiming to be creditors of said Thomas Law to file their claims with me, duly proved, at my office in the City Hall, Washington, or in Georgetown, on or before the 1st day of February next; otherwise they may be excluded from participation in the assets of the said estate.

W. REDIN,
*Administrator.*

*Ex. L. N. R. No.* 6.

L. N. R. 6, (not on file.)

*Ex. L. N. R. No.* 7.

L. N. R. 7.

JOSEPH E. LAW
'gainst
JAMES ADAMS, Executor of Thomas Law and others. } In Equity.

To William Redin, Esq., Auditor, &c.:

The undersigned, surviving husband of Eliza Law, the daughter of the late Thomas Law, hereby lays claim, as creditor of the estate of said Thomas Law, to be paid out of a said estate, a sum equal to the estates which the said Thomas Law, in right of his wife, the late Eliza Parke Law, and that his said wife, Eliza Parke Law, in her own right, or either of them, were entitled to or derived under the last will and testament of General George Washington, and from the estate of the father of said Eliza Parke Law, John Parke Custis, with interest on said sum from the death of said Thomas Law, and the undersigned so claims to be paid in virtue of the terms of a certain indenture made on the ninth day of August, A. D. 1804, between the aforesaid Thomas Law and Eliza Parke Law, his wife, and a certain George Calvert and a certain Thomas Peter, and which indenture is now filed in the above cause, and to which reference it is prayed may be had. Of the amount of the sum hereby claimed in addition to the evidence herewith filed, vouchers will be hereafter produced, and at the earliest period possible.

LLOYD N. ROGERS.

Washington, D. C., May 8th, 1855.

*Ex. L. N. R. No.* 8.

Custis, 1. L. N. R. 8.

THE EXECUTORS OF GENERAL WASHINGTON:

GENTLEMEN: Be pleased to pay to Thomas Peter and George Calvert, esquires, or their order, three hundred and fifty-two pounds, with interest from March 21st, 1806.

14th Aug., 1806.

I am your ob't serv't,

DD. STUART,
*Admr. of the Estate of J. P. Custis, Esq., dec'd.*

Rec'd October 6th, 1806, of Law'e Lewis, one of the executors of Gen'l Geo. Washington, dec'd, the sum of eighty pounds, on account of the within order.

E. P. LAW.

Rec'd October 15th, 1806, of Law'e Lewis, on account of the within, three hundred dollars.

E. P. LAW.

Rec'd Oct. 23d, 1806, of Law'e Lewis, on account of the within, two hundred dollars.

E. P. LAW.

*Ex. L. N. R. No.* 9.

Custis, 2. L. N. R. 9.

DR. Mrs. E. P. Law,
in ac. with the estate of Gen'l Geo. Washington.

| | | |
|---|---|---|
| 1804. | | |
| July 23d. | To cash rec'd of Gen'l Dearborn, by Thomas Law, on account of house rent..... | $450 00 |
| 1806. | | |
| Oct. 1st. | To cash paid you as p'r receipt, £80..... | 266 66 |
| 9th. | To a check on the Bank of Alex'a, drawn by Benj'n Dulany..... | 300 00 |
| 23d | To ditto by Doct'r Dich..... | 200 00 |
| | | $1,216 66 |

CR.

1806. By Doct'r Stuart's order for £352..... $1,173 33

*Ex. L. N. R. No.* 10.

L. N. R. 10.

WOODLAWN, *August 27th*, 1819.

DR. SISTER: I must request you to forward to me Doct'r Stuart's order in your favor, for your proportion of the judgment he obtained against the estate of Gen'l Washington, in favor of your father's estate; the order was for £350, on the back of which you gave me a receipt for £80. We are about making out each legatee's account, and without this order yours cannot be made correctly; please, therefore, forward it by next post.

We have been under some uneasiness on your account since hearing of the yellow fever being in Baltimore; we hope you confine yourself to the country. My family are all well, and unite with me in love, and to all at Druid Hall.

Very affectionately yours,

LAW'E LEWIS.

MY DEAR SISTER: When will you, E., Mr. B., and the dearest

babes, be here? I have expected you a long time. Let us hear from you.

Yours ever,

Love to all at D. H. E. P. L.

Mrs. Eliza P. Custis,
*Baltimore.*

*Ex. L. N. R. No.* 11.

L. R. N. 11.

Rec'd the following sum of Law'e Lewis, one of the executors of the late Gen'l George Washington, Va.

| | | | |
|---|---|---|---|
| 1806. | | | |
| Octo. 1. | Cash on account of an order drawn in my favor by D. Stuart | | $266 66 |
| 9. | By an order on the Bank of Alex'a, drawn by B. Dulany | | 300 00 |
| 23. | Do. by Doct'r Dick | | 200 00 |
| | Andrew Schofield | | 122 02 |
| 1806. | By Col. Simms | | 216 67 |
| | E. Except. | | $1,105 35 |

I am about settling my accounts with commissioners appointed by our court for this purpose; you will oblige me, my d'r sister, by looking over the above, and putting your name to it, and sending it to me by the next post. Your former receipts, except the one on the back of Doct'r Stuart's order, has been misliad; they shall be returned to you whenever found.

LAW'E LEWIS.

*Ex. L. N. R. No.* 12.

L. N. R. 12.

| | | |
|---|---|---|
| Am't paid Mrs. Custis on account of the estate of Gen'l Washington | | $619 79 |
| Mrs. Custis's note to Mr. Peter | $376 18 | |
| L. Lewis's loan, after taking therefrom $9 for turkeys | 96 | |
| | | 472 18 |
| | | 147 61 |
| Cash p'd Mrs. Custis | | 150 |
| Balance due L. Lewis | | 2 39 |

*Ex. L. N. R. No.* 13.

L. N. R. 13.

WOODLAWN, *Nov. 29th*, 1822.

MY DEAR SISTER: It gave me much pain to hear from Julius that your health was no better. I trust when I shall hear from you that I shall be informed that the late fine weather has been of ser*vis* to you, and that you have been enabled to take some exercise, which I am persuaded is absolutely necessary for your health. I now have it in my power to pay you $1,500 or $1,800, on account of the estate of Gen'l Washingtion. Will you inform me in which of the banks of Alexandria I shall deposit it in to your credit? I wish you to send me Doct'r Stuart's order, which you have on the executors, for the sum of $1,173 33, part of which, by a receipt on the back, you will perceive has been paid, that I may be fully enabled to pay you the full amount of your claim; it is necessary for me to have that order; you stand credited with the am't, and the order must be my voucher for the payment; you will, therefore, give a receipt on the back for the am't in full; you can keep a memo'm of the am't. Interest has been allowed you upon it; send it to me by the next post.

We are all well, and my wife and children unite in love for you and your dear little children, and beg to be particularly remembered to Mr. Rogers and Miss Mary.

Your truly and affectionate brother,

LAW'E LEWIS.

N. B.—This money could have been paid some time ago, had I been in possession of the order.

Mrs. ELIZA P. CUSTIS.

To the , near Baltimore, care of Mr. Lloyd Rogers.

*Ex. L. N. R. No.* 14.

L. N. R. 14.

Extract from the will of Gen'l George Washington. Recorded in wills, liber H, folio 1, &c., one of the records of the county court of Fairfax county, in the State of Virginia.

Fifth. All the rest and residue of my estate, real and personal, not disposed of in manner aforesaid, in whatsoever consisting, wheresoever lying, and whensoever found (a schedule of which, as far as is recollected, with a reasonable estimate of its value, is hereunto annexed), I desire may be sold by my executors, at such times, in such manner, and on such credits (if an equal, valid, and satisfactory distribution of the specific property cannot be made without), as in their judgment shall be most conducive to the interest of the parties concerned; and the moneys arising therefrom to be divided into twenty-three equal parts, and applied as follows,

viz: To William Augustine Washington, Elizabeth Spottswood, Jane Thornton, and the heirs of Ann Ashton, son and daughters of my deceased brother, Augustine Washington, I give and bequeath four parts—that is, one part to each of them. To Fielding Lewis, George Lewis, Robert Lewis, Howell Lewis, and Betty Carter, sons and daughter of my deceased sister, Betty Lewis, I give and bequeath five other parts; one to each of them. To George Steptoe Washington, Lawrence Augustine Washington, Harriet Parks, and the heirs of Thornton Washington, sons and daughter of my deceased brother, Samuel Washington, I give and bequeath other four parts; one part to each of them. To Corbin Washington, and the heirs of Jane Washington, son and daughter of my deceased brother, John Augustine Washington, I give and bequeath two parts; one part to each of them. To Samuel Washington, Frances Ball, and Mildred Hammond, son and daughters of my brother Charles Washington, I give and bequeath three parts; one part to each of them. And to George Fayette Washington, Charles Augustine Washington, and Maria Washington, sons and daughter of my deceased nephew, George Augustine Washington, I give one other part—that is, to each a third of that part. To Elizabeth Parke Law, Martha Parke Peter, and Eleanor Parke Lewis, I give and bequeath three other parts—that is, a part to each of them. And to my nephews, Bushrod Washington and Lawrence Lewis, and to my ward, the grandson of my wife, I give and bequeath one other part—that is, a third thereof to each of them.

*"Schedule of Property"*

Comprehended in the foregoing will, which is directed to be sold, and some of it conditionally is sold, with descriptive and explanatory notes relative thereto.

*In Virginia.*

| | Acres. | Price, Dollars. | Dollars. |
|---|---|---|---|
| Loudon county, Difficult Run..... | 300 | | 6,666 (*a*) |
| Loudon and Fauquier, Ahsby L. Brent..... | 2,481 | 10 | 24,810 } (*b*) |
| Chattin's Run..... | 885 | 8 | 7,080 } |
| Berkeley, South Fork of Bullskin.. | 1,600 | | |
| Head of Evans, 6 M..... | 453 | | |
| In Wormeley's line..... | 183 | | |
| | 2,236 | 20 | 44,720 (*c*) |
| Frederick, bought from Mercer ..... | 571 | 20 | 11,420 (*d*) |
| Hampshire, on Potomac river above B ..... | 240 | 15 | 3,600 (*e*) |

| | | | |
|---|---|---|---|
| Gloucester, on North river..... | 400 | | about 3,600 (*f*) |
| Nansemond, near Suffolk, one-third of 1,119 acres..... | 373 | 8 | 2,984 (*g*) |
| Great Dismal Swamp, my dividend thereof about..... | ..... | | 20,000 (*h*) |
| Ohio river, Round Bottom..... | 587 | | |
| Little Kenhawa..... | 2,314 | | |
| Sixteen miles lower down..... | 2,448 | | |
| Opposite Big Bent..... | 4,395 | | |
| | 9,744 | 10 | 97,440 (*i*) |
| Great Kenhawa, near the mouth west ..... | 10,990 | | |
| East side, above..... | 7,276 | | |
| Mouth of Cole river..... | 2,000 | | |
| Opposite thereto..... | 2,950 | | |
| Burning spring..... | 125 | | |
| | 23,341 | | 200,000 (*k*) |
| *Maryland.* | | | |
| Charles county..... | 600 | 6 | 3,600 (*l*) |
| Montgomery county..... | 519 | 12 | 6,228 (*m*) |
| *Pennsylvania.* | | | |
| Great meadows ..... | 234 | 6 | 1,404 (*n*) |
| *New York.* | | | |
| | Acres. | Price. | Dollars. |
| Mohawk river about..... | 1,000 | 6 | 6,000 (*o*) |
| *Northwest'n Territory.* | | | |
| On Little Miami..... | 839 | | |
| Ditto..... ..... | 977 | | |
| Ditto..... | 1,235 | | |
| | 3,051 | 5 | 15,251 (*p*) |
| *Kentucky.* | | | |
| Rough creek..... | 3,000 | | |
| Ditto adjoining..... | 2,000 | | |
| | 5,000 | 2 | 10,000 (*q*) |

Lots, viz., city of Washington:

| | |
|---|---|
| Two near the capitol, square 634, cost 963 dollars, and with buildings..... | 15,000 (*r*) |

Nos. 5, 12, 13 and 14, the 3 last water lots on the Eastern branch in square 667, containing together 34,438 sq. ft., at 12 cents..... 4,132 (*s*)

*Alexandria.*

Corner of Pitt and Prince streets, half an acre laid out into buildings, three or four of which are let on ground rent at three dollars per foot..... .. 4,000 (*t*)

*Winchester.*

A lot in the town of half an acre, and another in the commons of about six acres..... 400 (*u*)

Supposed bath or warm springs, two well situated, and had buildings to the amount of £150..... 800 (*w*)

*Stock.*

| | | |
|---|---|---|
| United States 6 per cents..... | 3,746 | |
| Ditto, deferred ..... | 1,873 | |
| Ditto, 3 per cents..... | 2,946 | |
| | 2,500 | |
| | | 6,246 (*x*) |

Potomac Company, 24 shares, cost each £100 sterling..... 10,666 (*y*)

James River Company, 5 shares, cost each 100 dollars..... 500 (*z*)

Bank of Columbia, 170 shares, 40 dol's each..... 6,800
Bank of Alexandria, besides 20 to the Free school, 5..... 1,000 } (*&*)

Extract from Wills, liber H, folio 1, &c., one of the records of the county court of Fairfax county, in the State of Virginia:

Stock living, viz:

One covering horse, 5 co'h horses, 4 riding horses, 6 brood mares, 20 working horses and mares, 2 covering jacks, and 3 young ones, 10 she-asses, 42 working mules, 15 younger ones, 329 head of horned cattle, 640 head of sheep, and a large stock of hogs, the precise number unknown.

☞My manager has estimated this live stock at £7,000, but I shall set it down, in order to make a round sum, at..... $15,653

Aggregate amount..... $530,000

*Notes.*

"(*i.*) These several tracts of land are of the first quality, on the Ohio river, in the parts where they are situated, being almost, if

not altogether, river bottoms. The smallest of these tracts is actually sold at ten dollars an acre, but the consideration therefor not received. The rest are equally valuable, and will sell as high, especially that which lies just below the little Kenhawa, and is opposite to a thick settlement on the west side the river. The four tracts have an aggregate breadth upon the river of sixteen miles, and *is* bounded thereby for that distance."

The foregoing are two extracts from the will and schedule attached thereto, of Gen. Geo. Washington, of record in the clerk's office of Fairfax county court.

Teste: ALFRED MOSS,
*Clerk.*

From "wills, &c.," liber J, folios 373, 374, 375, and 376, one of the records of the county court of Fairfax county, Virginia:

("Inclose Judge Washington.) The estate of General George Washington, deceased, in account with Bushrod Washington and Lawrence Lewis, acting executors.

| | | | |
|---|---|---|---|
| 1802. | | | |
| July 20. | To 23 Potomac shares *a* $300, transferred to the legatees,..... | 6,900 | 00 |
| | To 161 Columbia Bank do. at $40..... | 6,444 | 00 |
| | To 9 do. sold and divided among do..... | 360 | 00 |
| | To 5 Alexandria do. do..... | 1,190 | 00 |
| | To United States stock, do..... | 3,750 | 19 |
| | To interest on do. do..... | 258 | 06 |
| | To do. Columbia stock, do ..... | 204 | 00 |
| | To cash paid the interest of the Potomac shares to the legatees..... | 58 | 41 |
| | To amount of William Shepard's first payment of the Difficult Run lands divided among the legatees..... | 2,222 | 22 |
| 1806. | 2d page. | | |
| Mar. 20. | To cash paid Doctor Stuart, in part of his judgment..... | 1,333 | 33 |
| 1808. | | | |
| Nov. 28. | To Mrs. Law at different times..... | 1,105 | 33 |
| 1809. | To Thomas Law..... | 450 | |
| | 3d page. | | |
| 1809. | To the legatees p'd the following amounts, to wit, viz: | | |
| Sept. 14. | To cash paid Thomas Peter, by David Stuart's order..... | 1,173 | 33 |
| | To Elizas P. Law, her 93 part of a share as legatee..... | 4,500 | |

Pursuant to an order of the worshipped court of Fairfax county, I, Alexander Moore, the commissioner named in the said order, have settled the joint and separate accounts of Lawrence Lewis and Bushrod Washington, esquires, acting executors of General George Washington, deceased, upon the following principles: First. An account of Lawrence Lewis, while he acted in his individual capacity before any other qualified, which I heretofore reported to your worshipful court, upon which account there is a balance due the executors of $3,670 76. Second. An account of Bushrod Washington with the estates, for transactions of his own as executor, whereby it appears he is indebted to the estate $2,017 94, exclusive of nine shares in the Bank of Potomack. Third. A general account current of the acting executors with the estate, exhibiting a full view of their whole transactions, upon which last account there is a balance due the executors of $5,707 95, including their commissions. In stating the general account current of the ex'rs, I have charged them with the full amount of all the public sales made, viz., $124,928 01, accounts of which are herewith returned to the court, and credited them with such sums as have not been paid the purchasers, but more particularly with the sum of $15,125 00 for purchases made of lands by the late Col. Thomas Lee, as guardian of Corbin Washington's children, which purchase their present guardian did not think himself at liberty to confirm, whereby there is a suit now pending in the high court of chancery of Virginia; consequently this *all* well as other matters relative to the estate remain open till a further settlement. I have carefully compared the charges made in the different accounts with the vouchers and documents produced to me by the executors, and find them all to be correctly stated.

Respectfully submitted to the court by

ALEXANDER MOORE,
*Commissioner.*

Mount Vernon, July 1st, 1811.

100 hours' attendance, at 75 cents per hour, $75 00.

A. MOORE,
*Comm'r.*

At a court held for Fairfax county, the 15th day of July, 1811. This estate account of George Washington, deceased, with Bushrod Washington and Lawrence Lewis, the acting ex'ors, was presented in court by Alexander Moore, commissioner, appointed for settling the same, and the said amount having been examined by the court, is allowed, and, together with the report of the commissioner thereto annexed, are ordered to be recorded.

Examined. Teste: WM. MOSS, *Cl'k.*"

From wills, &c., liber Q, folios 262, 263, 264, 265, 266, 267,

268, 269, 270 and 271, one of the records of the county court of Fairfax county, Virginia:

"1823.

Feb. 28. To paid Thomas Peter, trustee for E. P. Custis..... $1,500 00"

"1826.

May 11. To cash paid the trustees of Mrs. Custis, legatee..... $619 79"

"1826.

Aug't 19. To cash paid Mrs. E. P. Custis, legatee.... $635 95"

"1829.

Aug't 15. To cash paid Eliza P. Custis, legatee..... $389 57".

Pursuant to the annexed order of the worshipful court of Fairfax county, the undersigned has settled the executorial account of General George Washington with John A. Washington, executor of Bushrod Washington, deceased, who was one of the ex'ors of Gen'l Washington, which is herewith exhibited, by which it appears that at the death of the said Bushrod, he stood indebted to his testator in the sum of $2,634 10; which the said John A. Washington has paid to Lawrence Lewis, surviving acting executor of General Washington.

Respectfully submitted by

A. MOORE,
*Comm'r.*

At a court for Fairfax county, the 16th day of Jan'y, 1832.

This estate account of General George Washington, dec'd, in account with John A. Washington, executor of Bushrod Washington, dec'd, who was the ex'or of the said George Washington, was this day reported to the court by the commissioners appointed to state and settle the same; which is received by the court and ordered to be filed and lie until the next court for exceptions.

And, at a court continued and held for the said county, the 21st day of March, 1832, the same was again presented to the court, and no exceptions having been filed thereto, and the said account having been duly examined by the court, is allowed and ordered to be repeated.

Teste: WM. MOSS."

The foregoing are true extracts from the estate accounts of General George Washington, of record in the clerk's office of Fairfax county court, in liber J and Q, of "wills, &c."

ALFRED MOSS, *Clerk.*

*Ex. L. N. R. No.* 15.

L. N. R. 15.

From wills, &c., liber G, folio 453 to folio 484 inclusive, one of the records:

The estate of George W. Parke Custis, and the other children of John Parke Custis, dec'd, to David Stuart.

Mr. Thomas Law and Elizabeth his wife,

To David Stuart, *Drs.*

| | | | |
|---|---|---|---|
| To advances made for y'r use, as appears by guardian's acc't No. 1 and 2 | £1,082 | 2 | 8½ |
| Acc't No. 3, both of which are stated in y'r acc't No. 2, containing them solely | 147 | 19 | 2½ |
| To your proport'n of the bal. of £1,593 3 9 due D. Stuart upon the 2 first guard'n's acc'ts, being ¼ | 398 | 5 | 1 |
| To your proport'n of the bal. of £495 3 9, arising out of the 3d guard'n's acc't, being ⅓ | 165 | 4 | 7 |
| To balance due you | 1,478 | 3 | 2½ |
| | £3,271 | 14 | 9½ |

Contra Cr.

| | | | |
|---|---|---|---|
| By y'r ¼ part of y'r first advances made for you.. | £270 | 10 | 2 |
| By y'r ⅓ part of the second advances made for you | 49 | 6 | 4¾ |
| By y'r ¼ part of the first advances made to W. P. Custis | 1,220 | 15 | 0 |
| By y'r ⅓ part of the second advances made for him | 270 | 16 | 2¾ |
| By y'r ¼ part of the advances made for Mrs. Peter | 336 | 6 | 2¼ |
| By y'r ¼ part of the balance in the administrator's hands | 1,091 | 9 | 1¾ |
| By y'r ⅓ part of £97 12 6 charged T. Peter, for his proport'n of Gen'l Washington's annuity and the fees paid Keith, Simms & Swanns | 32 | 10 | 10 |
| | £3,271 | 14 | 9½ |

WM. HERBERT,
JAS. KEITH,
WM. HARTSHORNE.

Fairfax County, *to wit.*

In obedience to an order of the court of said county, we have examined the above acct., and compared the same with the vouchers, and find the same to be truly stated.

Given under our hands the 23d day of August, 1797.

WM. HERBERT,
JAS. KEITH,
WM. HARTSHORNE.

At a court continued and held for Fairfax county, the 24th day of August, this second estate account of John Parke Custis, deceased, as administered by David Stuart, was presented in court by the said David Stuart, administrator de bonis non of the said

estate, who made oath thereto, and the same having been duly examined, is allowed and ordered to be recorded.

Test: P. WAGONER, *Cl'k.*

The foregoing is a true extract from the estate account of John Parke Custis, settled by D. Stuart, and of record in the county court of Fairfax county.

ALFRED MOSS, *Clerk.*

From wills, &c., liber I, folios 285 and 286:

The estate of John Parke Custis, deceased, to David Stuart, administrator de bonis non of the said estate.

| | | | | |
|---|---|---|---|---|
| Dr. | Mr. Thomas Law and Elizabeth, his wife, to David Stuart. | | | |
| 1797. | | | | |
| Oct. 1. | To cash paid you, $941 | 282 | 6 | |
| 1798. | | | | |
| May 5. | To cash paid you, $3,549 44 | 1,064 | 16 | 7½ |
| 1799. | | | | |
| May 13. | To cash paid you, $397 | 119 | 2 | |
| 1800. | | | | |
| | To paid your proportion of the Washington annuity, from 1797 to 1800, both years included, £87 10 p. annum | 350 | | |
| | To paid G. W. P. Custis your proportion of £3,000, paid by him to Robt. Alexander, (for the occupation of Abingdon,) pursuant to the chancellor's decree | 500 | | |
| | To your proportion of the expenses of the suit, Peter against Custis, &c | 15 | 16 | 18½ |
| | | 2,332 | 1 | 4 |
| | Con. Cr. | | | |
| 1797. | | | | |
| Aug't. | By balance due you as appears by the state of the accounts rendered by David Stuart to Fairfax court, as settled by the commissioners appointed for that purpose | 1,478 | 3 | 2½ |
| 1803. | | | | |
| | By your part of the money now in the hands of David Stuart, administrator of John Parke Custis, as appears by his account now rendered to court | 511 | 12 | 3½ |

| | | | |
|---|---|---|---|
| By your fourth of the balance received in 1797 from Costin, Chamberlayne and Redwood | 8 | 17 | 11¼ |
| By balance due David Stuart | 333 | 7 | 10¾ |
| | 3,332 | 1 | 4 |

In obedience to an order of the county court of Fairfax, we have examined the above account, and find it fairly stated.

Given under our hands this 13th day of August, 1803.

WM. HERBERT,
JAS. KEITH,
WM. HARTSHORNE.

From wills, &c., liber I, folios 285, 286, one of the records of the county court of Fairfax county, Virginia:

At a court held for Fairfax county, the 15th day of August, 1803. This guardian account of Thomas law and Elizabeth, his wife, late Elizabeth P. Custis, one of the representatives of John P. Custis, deceased, was presented in court by David Stuart, her guardian, who made oath thereto, and the same having been duly examined, is allowed and ordered to be recorded.

Test: WM. MOSS, *Cl'k, &c.*

Exam., &c. A. MOSS, *Cl'k.*

True extract from John Parke Custis's estate account.

ALFRED MOSS, *Cl'k.*

From wills, &c., liber K, folios 124, 125, 126, and 127, one of the records of the county court of Fairfax county, Virginia:

The estate of John Parke Custis, deceased, to David Stuart, administrator de bonis non of the said estate,

DR.

| | | £. | s. | d. |
|---|---|---|---|---|
| 1811. | | | | |
| Feb'y 23. | To G. W. P. Custis his ¼ of the balance of £4,655 18 7½, after deducting charges, commissions, and Eleanor Stuart's dower | 1,163 | 18 | 7½ |
| | To Eliza Law her ¼ on the same balance of £4,655 18 7½ | 1,163 | 18 | 7½ |
| 1813. | | | | |
| Jan. 13. | To George W. P. Custis, his ¼ of £106 18 3, the balance of the aforesaid sum of £223 11 2, recovered of Pendleton | 26 | 14 | 7 |

To Eliza Law her ¼ of the same balance..... 26 14 7

In obedience to an order of the county court of Fairfax, we have examined the within and above accounts, and find the several charges supported by vouchers, the said order being dated on the December term, 1809.

JAS. KEITH,
WM. HERBERT,
WM. HARTSHORNE.

At a court continued and held for Fairfax county, the 18th August, 1813. This estate account of John P. Custis, deceased, was presented in court by David Stuart, the adm'r, and the same having been duly examined by the comm'rs appointed for that purpose, and again by the court, is allowed and ordered to be recorded.

Test: WM. MOSS, *Cl'k.*

True extract from J. P. Custis's estate account.

ALFRED MOSS, *Cl'k.*

STATE OF VIRGINIA,
*County of Fairfax, to wit.*

I, Alfred Moss, clerk of the county court, for the county and in the State aforesaid, do hereby certify that the foregoing, to wit, the extract from the will of Gen'l Geo. Washington, and "schedule of property," from liber H of wills, &c.; the extracts from the estate accounts of Gen'l Geo. Washington, in libers J and Q; and the extracts from the estate accounts of John Parke Custis, in libers G, I, and K, each of which are certified by me at the foot thereof, are true extracts from the records of said court.

Given under my hand and the seal of said court, this
[SEAL.] 10th day of May, 1855.

ALFRED MOSS, *Clerk.*

STATE OF VIRGINIA,
*County of Fairfax, to wit.*

I, Sholto T. Stuart, presiding justice of the county court for the county and in the State aforesaid, do hereby certify that Alfred Moss, who has given the preceding certificate, is clerk of the said court, and that his said attestation is in due form.

Given under my hand this 11th day of May, 1855.

S. T. STUART, *P. J.*

STATE OF VIRGINIA,
*County of Fairfax, to wit.*

I, Alfred Moss, clerk of the county court for the county and in the State aforesaid, do hereby certify that S. T. Sholto, esq., who

has given the preceding certificate, is presiding justice of the said court, and that his said attestation is in due form of law.

Given under my hand this 11th day of May, 1855.

ALFRED MOSS, *Clerk.*

*Ex. L. N. R. No.* 16.

L. N. R. 16.

Know all men by these presents, that I, Eliza Parke Custus, of Washington city, in the District of Columbia, (late Eliza Parke Law,) for and in consideration of one dollar, lawful money, to me in hand paid by Lloyd N. Rogers, of Baltimore county, Maryland, and of the natural love and affection which I bear to my daughter Eliza, his wife, have given, granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents do give, grant, bargain, sell, alien, enfeoff, and confirm unto the said Lloyd N. Rogers, and Eliza his wife, and to their heirs and assigns forever, all that tract, parcel, and dividend of land, situate and being in Mason county, Virginia, containing eleven hundred acres, be the same more or less, devised to me by the last will and testament of the late George Washington, of Mount Vernon, and laid off and alotted to me as my share, dividend, and proportion of the lands divided and alotted among the devisees of the said George Washington under his said last will and testament, the metes and bounds of which land being marked and distinguished in the surveys and allotments of the lands so divided among the said devisees as aforesaid, as lot No. , will more particularly and at large appear, reference being had to the said surveys, divisions, and alotments, together with all and singular the lands, tenements, hereditaments, rights, members, and appurtenances to the same belonging, or in anywise appertaining, and all the rents, issues, and profits of the same, and the reversion and reversions, remainder and remainders of the same, and all my right, title, interest and estate, claim and demand in law or equity whatsoever in, to, or upon the same, to have and to hold all and singular the said land and premises, with the appurtenances, unto them, the said Lloyd N. Rogers and Eliza his wife, and unto the survivor of them, and unto their heirs and assigns, of the survivor of them forever, to his, her, and their only proper use, benefit, and behoof.

Witness my hand and seal this fifth day of May, in the year one thousand eight hundred and seventeen.

[L. S.] ELIZA PARKE CUSTIS.

Sealed and delivered in the presence of—

WM. HEWITT,
HENRY INGLE,
W. JONES.

CITY OF WASHINGTON, *to wit.*

Be it remembered, that on this fifth day of May, in the year one thousand eight hundred and seventeen, at the city of Washington aforesaid, before me, James H. Blake, mayor of the said city, personally appeared Eliza Parke Custis of the said city (late Eliza Parke Law), in the annexed and aforegoing deed named, and then and there duly acknowledged the same to be her act and deed, with intent that the same might be duly recorded as such.

In testimony whereof, I have hereunto set my hand and [SEAL.] caused the seal of this corporation to be affixed the day and year aforesaid.

JAMES H. BLAKE, *Mayor.*

VA., JACKSON COUNTY COURT, CLERK'S OFFICE,
*June 24th day*, 1847.

This day the foregoing deed was received in said office, and, together with the foregoing certificate thereon duly written, admitted to record therein.

Teste: A. WAUGH, *Cl'k.*

Deed from Eliza Parke Custis to Lloyd N. Rogers and his wife, Eliza Rogers. Recorded in deed book No. 6, page 352.

A. W., *Cl'k.*

*Ex. L. N. R. No.* 17.

L. N. R. 17.

DISTRICT OF COLUMBIA,
*Washington County, sct.*

Be it remembered, and it is hereby certified, that on this day of May, A. D. 1855, before the subscriber, William Redin, auditor of the circuit court of the United States for the District of Columbia, personally appears William Henry Hoffman, of the city of Baltimore, in the State of Maryland, and makes oath on the Holy Evangely of Almighty God, that he well knew Eliza Law Rogers, daughter of Eliza Law, who was the daughter of the late Thomas Law of this city, and who married Lloyd N. Rogers; that the said Eliza Law Rogers died under age, and unmarried, in the year eighteen hundred and thirty-seven, and to the best of his knowledge and belief, on or about the seventh day of July of that year, and at the residence of her father, the said Lloyd N. Rogers, and that the mother of this deponent and the said Lloyd N. Rogers are first cousins.

WH. H. HOFFMAN.

Sworn to before me, this 8th May, 1855.

W. REDIN, *Aud'r.*

*B* 1. *Referred to in Auditor's Report, page* 41.

I have written this because obliged to go to the Springs—I am bound to give a perfect title.

T. LAW.

This indenture, made this sixteenth day of July, 1828, in the year of our Lord one thousand eight hundred and twenty , between Thomas Law, of the city of Washington, in the District of Columbia, of the one part, and James Barry of the other part, witnesseth: That the said Thomas Law, for and in consideration *for* the sum of three hundred and fifty dollars be paid, done, and performed, hath sold, and by these presents doth sell to James Barry, his heirs, executors, administrators, and assigns, all that piece or portion of ground lying and being in the city of Washington aforesaid, being part of square numbered 228, beginning at the northeast corner; thence west seventy-five feet, south twenty-four feet; thence east 75 feet; thence north twenty-five feet to the place of beginning:

To have and to hold the said piece or portion of ground unto the said James Barry, executors, administrators, and assigns, from the above day of July 16th, *end* and term of years thence next ensuing, fully to be complete and ended the said heirs, executors, administrators, and assigns, yielding and paying therefor yearly and every year on the day of during the said term unto the said his heirs, executors, administrators, and assigns, the sum of clear of all taxes, charges, rates, or assessments whatsoever, which may become due on said piece of ground, and it is expressly understood, covenanted, and agreed, that if the said yearly rent of hereby reserved, or any part thereof, shall be unpaid at the expiration of *of* days after the same shall become due, and not sufficient effects shall be found on the premises whereon to levy the said rent, it shall and may be lawful for him the said his heirs, or assigns, in and upon the premises hereby granted, with the appurtenances, to re-enter and the said heirs, executors, administrators, or assigns, from thence to reject, remove, and expel, and the same again to repossess and enjoy in the same full, ample, and unlimited manner, as if this indenture had never been executed, and the said heirs, executors, and administrators, doth hereby covenant and agree to and with the said his heirs and assigns, that the said heirs, executors, and administrators, the said reserved rent at the time or times when the same ought to be paid according to the reservation aforesaid, will well and truly pay or cause to be paid unto the said his heirs and assigns, and the said further covenant and agree as aforesaid, that before the expiration of from the date of these presents that the said will build or cause to be built on the premises above described and de-

mised, good and substantial improvements of the yearly value of which said improvements shall be and remain during the said term on the said premises as security to the said his heirs, executors, administrators and assigns, for the due payment of the said rent and compliance with the covenants hereby entered into on the part of the said his heirs, executors, administrators, and assigns, and he the said for himself, his heirs and assigns, doth hereby covenant and agree to and with the said heirs, executors, administrators, and assigns, that he the said his heirs and assigns, shall and will at any time or times, in consequence of these presents, at the reasonable request, and at the cost and charges in the law of the said executors, administrators, or assigns, make and execute for and upon the like rents, conditions, covenants and agreements as are herein reserved and contained so that the said demise shall be according to the true intent and meaning of the parties.

And it is also covenanted and agreed that if the said executors or administrators, do and shall at any time or times hereafter pay unto the said , his heirs, executors, administrators or assigns, any sum or sums of money over and above the sum of money which may at that time be due and in arrear for rent towards the purchasing the said piece or portion of ground in fee simple, that then, immediately after the end of the ensuing year, the annual rent of in future shall be abated in the same proportion which the said sum or sum of money so paid bears to the sum of , the price of the said piece or portion of ground: And it is also covenanted and agreed that if the said heirs, executors, administrators or assigns, shall at any time or times hereafter, before the expiration of the said term of years, pay unto the said , his heirs, executors, administrators, or assigns, the sum of over and above all rents for said piece of ground, that may then be in arrear, that then and in that case his heirs and assigns, shall and will make and execute, or cause to be made and executed, a good and sufficient deed of release in fee simple to the said heirs and assigns, of the said piece or portion of ground.

In testimony whereof, the said parties have hereunto set their hands and affixed their seals the day and year first before written.

Signed, sealed and delivered in presence of—

I hereby authorize Mr. Edmund Law to give a complete deed of sale on receiving the hundred dollars remaining due, I having received two hundred and fifty, and I will also confirm the same clear of taxes.

THOMAS LAW.

*L 2. Referred to in Auditor's Report, p. 49.*

LAW, EX'R, ET AL., ADS. LAW.

Chancery.

The deceased Thomas Law, in his lifetime, having sold and conveyed the lots and squares mentioned in the auditor's report at page which were included in the deeds of 1800 and 1802, and which have been adjudged by the court to belong to the undersigned, his grandchildren, they do hereby elect and agree to confirm said sales to the respective purchasers, and to claim and do hereby claim against his estate the purchase money received by him, with interest thereon; and do require an account thereof to be stated by the auditor, and returned with the other claims against the estate, from the deed and other testimony to be adduced.

They also claim the amount against the said estate under the said Thos. Law's covenant in the deed of separation, 9th Aug., 1804, as equal to the amount which came to their mother, or to them through their mother, from the property of their grandmother, Mrs. Law, derived from the estate of her father, John P. Custis, and of Gen'l Washington.

EDMUND LAW ROGERS
And ELEANOR A. ROGERS,
By COXE & CARLILSE,
*Their Solic'rs.*

Filed with the auditor 1st Feb'y, 1849.

C. & C.

*Cause set for hearing and continued.*

And the said cause, with the consent of as well the complainants as the defendants, by their said solicitors, was set for hearing at the next term of this court; thereupon further process of and upon the premises aforesaid, between the parties aforesaid, with the consent of the said parties, by their solicitors aforesaid, is continued until the third Monday of October next.

Oct. Term, 1855.

And now, to wit, the said third Monday of October, in the year eighteen hundred and fifty-five, come again into the circuit court here, as well the complainants as the defendants, by their solicitors aforesaid; thereupon the following exceptions to the auditor's report were filed, to wit:

*Exceptions to Aud'r's 7th Rep't by L. N. Rogers.*

IN THE CASE OF LAW'S ADM'OR
vs.
LAW'S EX'ORS ET AL.

Lloyd N. Rogers excepts to the auditor's 7th report of the 26th of May, 1855, and to so much of the accounts there reported as rejects—

1st. His claim for money loaned to the said Thomas Law in his lifetime; and for cause of exception shows, that the said claim is sustained by legal and competent evidence, and is in full force, and not barred by limitations or otherwise.

2d. His claim, as survivor of his wife Eliza Law, under the provisions of the deed of the 9th August, 1804; and for cause of exceptions shows, that his claim is sustained by legal and competent evidence, and is in full force, and not barred by limitations or otherwise.

T. PARKIN SCOTT,
*Sol'r for L. N. R.*

*Ex. to Aud'r's 7th Rep't by E. L. Rogers.*

Exceptions to auditor's 7th report by Edmund Law Rogers.

LAW'S ADM'R
vs.
LAW'S EX'OR ET AL.

Edmund Law Rogers, in his own right and as administrator of his sister, Eliza Law Rogers, deceased, and Eleanor A. Rogers, except to the auditor's 7th report, and to so much of the accounts there reported as rejects—

1st. Their claims as pecuniary legatees under the will of their said grandfather, being five thousand dollars to each of the said three, viz., Edmund, Eliza, and Eleanor.

2d. And if they are excluded as such legatees, then to so much of said report and accounts as awards the amount of said lagacies, to wit, $15,000, under the residuary clause of the will—it being to that amount an intestacy, and not passing under the residuary clause, but as to these exceptants and others, as undisposed of personally.

T. PARKIN SCOTT,
*Sol'r E. L. R. and E. A. R.*

Exceptions to evidence by James Adams, ex'or, &c., and Henry May, adm'r of Edmund and Thomas Law, respectively, for themselves and those represented by them, hereby except to the evidence filed in this cause on the 23d November, 1855, under and by virtue of the notice thereto appended, signed "T. Parkin Scott, att'y for Rogers," because the said evidence and depositions are taken without any legal warrant or authority, because the said notice is not sufficient in point of time; and these exceptions further except to so much of the deposition of Joseph Lloyd, Robert Curry, Robert Park, and John Ingles, as relates to the value of the lands

therein referred to, because there is no evidence to identify said lands as those devised by the last will of Gen'l Washington to Eliza P. Law, and because there is no evidence that the covenant of said George Law, contained in the deed of 9th August, 1804, is chargeable with the value or amount of said lands, or otherwise.

ROBERT J. BRENT,
*For Exceptants.*

And the said report of the auditor, with the exceptions thereto, were, with the consent of the parties by their solicitors aforesaid, set for hearing; and the said cause, and the auditor's report, and and the exceptions thereto, coming on to be heard, after argument of counsel, and after mature deliberation thereupon had, the court passed the following decree in the premises, to wit:

*Decree.*

This cause having been set for hearing upon the auditor's report and accounts, and the exceptions filed thereto, and having been fully argued and considered, it is thereupon by this court, and the authority thereof, this 21st day of January, in the year of our Lord one thousand eight hundred and fifty-six, adjudged, ordered, and decreed, that, after satisfying the unpaid costs of this suit, the sum of $23,064 17 be paid by the trustee, James Adams, to Lloyd N. Rogers, administrator of Eliza Park Law, it being the balance of arrears due on the annuity settled on the said Eliza Park Law by the testator, Thomas Law, in the deed dated the 9th day of August, in the year of our Lord one thousand eight hundred and four, after crediting the said trustee with the sum of $9,521 59, heretofore paid by him to said Lloyd N. Rogers, on the 8th November, 1848, making in all the sum of $32,585 76, to be received by said Lloyd N. Rogers, as such administrator, in full of said arrears. And whereas it was the manifest intention of the testator, as expressed in the codicil to his last will and testament, that his grandchildren, Edward Law Rogers, Eleanor Rogers and Eliza Rogers, should not receive the legacies by him bequeathed to them, if they should demand or receive from his estate any sum or sums of money coming to them, as heirs of their grandmother, Eliza Park Law, under or by virtue of any of the deeds recited in said codicil: And whereas the said Edmund Law Rogers, Eleanor Rogers, and the administrator of Eliza Rogers, deceased, are the sole distributees of the said Eliza Park Law, and as such entitled to such residuum of said sum of $32,585 76, hereinbefore finally decreed to the administrator of said Eliza Park Law, as may remain for distribution by said administrator: Therefore it is further adjudged, ordered, and decreed, that the said Edmund Law Rogers, Eleanor Rogers, and the administrator of Eliza Rogers, dec'd, shall, each for himself or herself, elect between the distributive shares coming to them respectively, as aforesaid, out of said sum of $32,585 76, and the

legacies bequeathed to them respectively by said testator; and in case they, or any of them, elect to take and receive the legacies or legacy so bequeathed, then, and in that case, the said legatee or legatees, so electing, shall be paid his or her pro rata share of the legacy coming to him or her, as shown in the auditor's report and accounts, deducting from the shares coming to said Edmund Law Rogers and Eleanor Rogers the sum of $8,410 03, heretofore paid them on the 8th November, 1848, with legal interest thereon, computed from that date, so soon as he or they shall file with the trustee and executor, James Adams, a written assignment, in due form of law, transferring to said Adams, for the benefit of the estate of the testator, the amount of his or her distributive shares aforesaid, not exceeding the amount paid or to be paid to the legatees so electing, for or on account of his or her said legacy; and so soon as the said Adams shall notify said asssignment to the administrator of said Eliza Park Law, and in case the said Edmund Law Rogers, Eleanor Rogers and the administrator of said Eliza Rogers, or any of them, shall elect to claim and take the aforesaid legacies, then, it is further adjudged, ordered and decreed, that the trustee, James Adams, shall forthwith pay to each of the legatees of the testator, who are not hereby required to elect, or his solicitor, the pro rata share of the assets in hand coming to all the legatees, admitting all to participate in the fund, as shown in the auditor's account last filed; but in case the said legatees, or any of them, named in the said codicil, shall elect to claim, take and receive, his or her distributive share of said sum of $32,585 76, then, and in that case, the amount of the legacy or legacies bequeathed to them, or any of them, so electing, shall inure to the benefit of the estate of said testator.

It is further adjudged, ordered and decreed, that such election shall be in writing, signed by the parties hereby required to elect, and filed in the proceedings of this cause, within ten days from this date, unless the parties, or any of them, so required to elect, shall previously file in the proceedings of this cause a petition, praying to be allowed to postpone their election until the final settlement of the administration accounts of the administrator of Eliza Park Law, in which case the said administrator is hereby enjoined and restrained from making any payments out of the said sum of $32,585 76 to the distributees thereof, or any of them, until such election shall be made; and in the event of such election being so postponed—

It is further adjudged, ordered, and decreed that the trustee, James Adams, do immediately, upon the filing of such petition for postponing the election hereinbefore required, pay to the other legatees of the testator who are not hereby required to elect, their and each of their pro rata shares of the assets and funds now in hand, as shown by the auditor's account, distributing the same

among all the legatees of the testator pro rata; and in the event of the said Edmund Law Rogers, Eleanor Rogers, and the administrator of Eliza Rogers, or any of them, electing to claim their distributive shares of $32,585 76, the said Lloyd N. Rogers, administrator of Eliza P. Law, shall, upon the order of this court, and not otherwise, pay the amount of the distributive share or shares to said legatee or legatees, first deducting from the share of Edmund Law Rogers and Eleanor Rogers the sum of eight thousand four hundred and ten dollars and three cents, hereinbefore mentioned, with interest thereupon from the 8th November, 1848, and which last sum to be so deducted therefrom the said Lloyd N. Rogers shall, in that case, pay to the said trustee, James Adams, for the benefit of the estate of the testator.

But in case the said legatees, or any of them hereby required to elect as aforesaid, shall fail to petition for a postponement or to elect as aforesaid within ten days, or if they shall fail to make such election within ten days after the settlement of the final account of the administrator of said Eliza Park Law, then they shall be considered as electing not to take said legacies to them.

And it is further adjudged, ordered, and decreed that the surplus funds which may remain after satisfying, on the principles of this decree, the legacies bequeathed by said testator, shall be paid to the legal representatives of William Blane, the residuary legatee of said testator, after paying thereout to Henry May and Robert J. Brent twenty-five per cent. on the amount of such surplus, in fulfilment of the contract made between them and James Adams, as reported by the auditor.

It is further ordered, that all claims and exceptions at variance with this decree, except the claim of Barry, which is allowed in full, to be paid out of future assets to come into the trustee's hands, be, and the same are hereby, disallowed and overruled; and that the trustee, James Adams, do proceed with all convenient despatch to collect the debts due to said estate, including the funds in the hands of John P. Ingle, and to sell the residue of the property belonging to his testator and as yet unsold, and to report his further proceedings in the premises to this court. And it is hereby referred to the auditor to state and report what amount of compensation may still remain equitably due or should be allowed to said Adams for his services, and also to said Ingle for his services, in respect to said fund; and the question of such compensation is reserved until the distribution of further assets, to be hereafter reported to this court—it not being intended to affect or delay thereby the distribution now ordered.

By order of the court.

Test: JNO. A. SMITH, *Clk.*

*Deed of Partition.—Legatees of Gen'l Washington.*

Deed of Partition.—Legatees of Gen'l Geo. Washington.

To all whom it may concern: Be it remembered that the underwritten persons, claiming as legatees under the will of Gen'l George Washington, dec'd, having agreed to divide all the lands of the said decedent lying on the western waters, except those tracts on the west side of the Ohio and those in Kentucky; which said lands so agreed to be divided have been surveyed and especially divided into twenty-three parts, according to quantity and quality; which said survey and division the undernamed do hereby ratify and confirm. And whereas the undernamed, acting for themselves or as guardians for other legatees, or by virtue of power granted by absent legatees, have drawn lots for the respective tracts so surveyed and divided, and upon examining the same they are found respectively to be entitled to the tracts of land hereinunder mentioned:

Know *know* ye, that we, the undersigned, do severally and respectively, for ourselves, our heirs, executors and administrators, hereby ratify and confirm the said division and allotment, and do bind ourselves, our heirs, executors and administrators, to execute and perform any act or acts which may be necessary for confirming the division hereby made.

It is perfectly understood, that the numbers prefixed to each name respectively refers to the tract of land in the annexed surveys to which such person is entitled under this division.

In witness whereof we have hereunto set our hands and affixed our seals, this 5th day of June, 1805.

| | | | |
|---|---|---|---|
| Number | 1. | Charles Carter.....1,186 | acres. |
| " | 2. | George Steptoe Washington.....1,186 | " |
| " | 3. | Thomas Peter.....1,425 | " |
| " | 4. | Mrs. Anne Ashton's heirs.....1,425 | " |
| " | 5. | Andrew Parks.....1,400 | " |
| " | 6. | Mrs. Eliza Law.....1,100 | " |
| " | 7. | George Lewis.....1,300 | " |
| " | 8. | Fielding Lewis's heirs.....1,300 | " |
| " | 9. | Washington, Lewis, and *Cutis*.....1,200 | " |
| " | 10. | Lawrence Lewis.....1,207 | " |
| " | 11. | Wm. A. Washington, (for self,).....1,202 | " |
| " | 12. | Geo. A. Washington's heirs, by Burwell Bassett, *his* guardian.....1,180 | " |
| " | 13. | W. A. Washington, (for children,).....1,160 | " |
| " | 14. | Col. John Thornton.....1,100 | " |
| " | 15. | Robert Lewis.....1,100 | " |
| " | 16. | Thornton Washington's heirs, by Lawrence Washington, ex'or.....1,100 | " |

| | | | |
|---|---|---|---|
| Number 17. | Howell Lewis | 1,531 | acres. |
| " 18. | Samuel Washington | 2,233 | " |
| " 19. | Lawrence A. Washington | 3,110 | " |
| " 20. | Alexander Spotswood | 1,311 | " |
| " 21. | Francis Peyton | 880 and 670 | " |
| " 22. | Thomas Hammond | 1,300 | " |
| " 23. | Corbin Washington's heirs | 1,330 | " |

In testimony of the above we have hereunto set our hands and seals, the day and year above mentioned.

Charles Carter, by Law. Lewis and Howell Lewis, attor's. [Seal.]
George S. Washington. [Seal.]
Thomas Peter. [Seal.]
B. Ashton, jr. [Seal.]
Ann Ashton, by B. Ashton, jr., her att'y. [Seal.]
B. Ashton. [Seal.]
N. Fitzhugh. [Seal.]
Andrew Parks, by Bushrod Washington, his att'y. [Seal.]
Mrs. Law, by Thos. Peter, her att'y. [Seal.]
George Lewis, by Bushrod Washington, his att'y. [Seal.]
Alex'r Spotswood, jr., and Law'ce Lewis, for the heirs of Fielding Lewis, dec'd. [Seal.]
Bushrod Washington, [Seal.]
Lawrence Lewis, and [Seal.]
George W. P. Custis. [Seal.]
Law'ce Lewis. [Seal.]
Wm. Aug't Washington (for self.) [Seal.]
G. A. Washington's heirs, by B. Bassett, their guard'n. [Seal.]
Wm. Aug't Washington (for children). [Seal.]
F. Thornton. [Seal.]
Law'ce Washington, guard'n of Sa'l Washington. [Seal.]
Robert Lewis. [Seal.]
Thornton S. Washington. [Seal.]
Howell Lewis. [Seal.]
Samuel Washington. [Seal.]
Sam'l A. Washington. [Seal.]
Alexander Spotswood, deed to be made to John Augustine Spotswood, see power of att'y in hands of Judge Washington. [Seal.]
Fra. H. Peyton. [Seal.]
Thos. Hammond, by Geo. A. Washington. [Seal.]
Thos. Lee, guard'n of Corbin Washington's heirs, by Bushrod Washington. [Seal.]

Signed, sealed, and delivered in presence of us—
NATH'L C. HUNTER,
JOHN GADSBY,
S. SNOWDEN.

DISTRICT OF COLUMBIA, *to wit.*

I, George Deneale, clerk of the United States circuit court of the District of Columbia, for the county of Alexandria, do hereby certify that at a United States circuit court of the district aforesaid, continued and held for the county aforesaid, the twenty-ninth day of June, in the year eighteen hundred and five, this deed of partition between Charles Carter, George S. Washington, Thomas Peter, B. Aston, jr., Ann Ashton's heirs, B. Ashton, Nicholas Fitzhugh, Andrew Parks, Eliza Law, George Lewis, the heirs of Fielding Lewis, dec'd, Bushrod Washington, George W. P. Custis, Lawrence Lewis, William Augustine Washington, for self; the heirs of George A. Washington, the children of William Augustine Washington, J. Thornton, Lewis , Robert Lewis, Sam'l Washington, Thornton A. Washington, Howell, Samuel Washington, Lawrence Washington, Alexander Spotswood, deceased; F. H. Peyton, Thomas Hammond, and the heirs of Corbin Washington, deceased, was proved by the oath of Nathaniel C. Hunter, John Gadsby, and Samuel Snowden, witnesses thereto, to be the act and deed of Charles Carter, by Lawrence Lewis and Howel Lewis, his attorneys, George Washington, Thomas Peter, B. Ashton, jr., Ann Ashton, by B. Ashton, her attorney; B. Ashton, N. Fitzhugh, Andrew Parks, by Bushrod Washington, his attorney; Mrs. Law, by Thomas Peter, her attorney; George Lewis, by Bushrod Washington, his attorney; the heirs of Fielding Lewis, deceased, by Alex. Spotswood, jr. and Lawrence Lewis, their attorneys; Bushrod Washington, George W. P. Custis, Lawrence Lewis, William A. Washington, the heirs of George A. Washington, by Burwell Basset, their guardian; William A. Washington, for his children; John Thornton, Robert Lewis, Samuel Washington, by Lawrence Washington, his guardian; Thornton S. Washington, Howell Lewis, Samuel Washington, Lawrence A. Washington, Francis H. Peyton, John A. Spotswood, Thomas Hammond, and Corbin Washington's heirs, by Bushrod Washington, and ordered to be certified to the general court in the commonwealth of Virginia, for record.

In testimony whereof I have hereunto set my hand and affixed [L. S.] the seal of the said county, this 5th day of July, 1805.

G. DENEALE, *Cl'k.*

[*For plats see pages* 178, 179, 180.]

VIRGINIA, *to wit.*

At a general court held at the capitol, in Richmond, the thirteenth day of November, 1805, this indenture, together with the certificate under the hand and seal of George Deneale, clerk of the United States circuit court of the District of Columbia for the county of Alexandria, therein endorsed, and the plats and surveys

to said indenture annexed, on the motion of the parties thereto, was ordered to be recorded.

Test: WILSON ALLEN, *Cl'k Cou.*

STATE OF VIRGINIA,
*City of Richmond, to wit.*

I, Eustace Robinson, clerk of the circuit court of the city of Richmond, in the said State of Virginia, and as such, according to law, keeper of the records of the late general court of Virginia, do hereby certify that the foregoing is a true transcript from the records of the said late general court.

In testimony whereof, I hereto set my hand and annex the seal of the said at Richmond aforesaid, this twenty-seventh day of November, 1855.

[L. S.]

EUSTACE ROBINSON.

STATE OF VIRGINIA,
*City of Richmond, to wit.*

I, John A. Meredith, only judge of the circuit court of the city of Richmond, in the said State of Virginia, do hereby certify that Eustace Robinson, who hath given the preceding certificate, is clerk of the said circuit court, and that his said attestation is in due form.

Given under my hand at Richmond aforesaid this 27th day of November, 1855.

JOHN A. MEREDITH.

*Testimony as to the value of the land on the Ohio river, in Jackson county, Virginia, bequeathed to Elizabeth Parke Custis (Law) by last will and testament of Gen'l George Washington.*

Notice.

Circuit Court, District of Columbia.

LAW vs. LAW. } In Chancery.

Messrs. BRENT and MAY, Solicitors:

You are hereby, this 26th day of October, A. D. 1855, notified that we shall proceed on Thursday, the first day of November next, at the hour of 4 o'clock p. m., at the storehouse of Daniel Frost, in the town of Ravenswood, in Jackson county, in the State of Virginia, to take the testimony of Robert Park and others in relation to the value of the land on the Ohio river, in said county, bequeathed to Elizabeth Parke Custis Law by the last will and testament of General George Washington, deceased, and subsequently conveyed by said legatee by deed, now of record in the office of the clerk of said county.

T. PARKIN SCOTT, *Att'y for Rogers.*

Service admitted, Oct. 26th, 1855.

ROB'T J. BRENT.

Pursuant to the annexed notice, I, John Armstrong, a justice of the peace in and for the county of Jackson, in the State of Virginia, do proceed to take the depositions of Robert Park and others, to be read as evidence in suit depending in the circuit court of the United States, in the District of Columbia, as entitled in the above notice, at Daniel Frost's storehouse, in the town of Ravenswood, in the county and State aforesaid, this first day of November, A. D. 1855, at 4 o'clock p. m.

The deposition of Joseph Loyd, a witness produced by Edmund Law Rogers, who, after being duly qualified according to law, deposeth and saith:

Question. How old are you, Mr. Loyd?

Answer. I will be fifty-four in January next.

Question. How long have you known the land opposite Goose island, in this county, known as the Law land, and being part of the Washington tract?

Answer. I have known it since the year 1820; and at that time John Warth, esq., gave for the Peter tract, which was also part of the Washington tract, ten dollars per acre, and which the said John Warth told me he gave for it. I have lived in the neighborhood of Ravenswood since 1815, which is about eight miles from this land.

Question. What would you value the aforesaid land at this present time?

Answer. At about thirty dollars per acre; and I do not think it has ever depreciated in value since the year 1820, but has risen in value.

And further this deponent saith not.

(Signed) JOSEPH LLOYD.

The deposition of Joseph Lloyd was sworn and subscribed to before me.

JNO. ARMSTRONG, *J. P.*

The deposition of Robert Curry, who, after being duly qualified according to law, deposeth and saith:

Question. How old are you, and how long a resident of the county?

Answer. I will be seventy-five years of age in next December. I was a citizen here since the year 1811, when this part of Jackson county belonged to Mason county.

Question. Are you acquainted with all the Washington land on the Ohio river in this county; and if so, do you know the Washington tract, about eight miles below this town?

Answer. I am well acquainted with all that land, and do know that tract, and have known it ever since the year 1812; have been

over it frequently, as well as over the adjoining tracts. I consider it and those tracts as among the most valuable lands on the Ohio river. I have been a landholder ever since the year 1812 in this county, and within a few miles of those lands.

Question. What was the value of those lands, in your opinion, in the year 1812?

Answer. If those lands had been mine at that time, I would not have taken less than ten dollars per acre; and in the year 1834 I think those lands were worth about twenty-five or thirty dollars per acre; and those lands had been rising in value from the year 1820 up to the year 1834; and at no time, from 1812 to year 1834, were those lands worth less than ten dollars per acre.

And further this deponent saith not.

(Signed) ROBERT CURRY.

Sworn and subscribed before me.

JNO. ARMSTRONG, *J. P.*

The deposition of Robert Park, who, after being duly qualified according to law, deposeth and saith:

Question. How old are you, Mr. Park?

Answer. I was thirty-eight years of age last July.

Question. When did you first come to this county to reside?

Answer. I came to this county to reside in the year 1838, and commenced surveying in the county then. I became deputy surveyor of this county in the year 1838, and was appointed surveyor-in-chief for this county in the year 1840, and remained so until the year 1852.

Question. Are you acquainted with the Washington lands on the Ohio river in this county, and particularly those opposite Goose island?

Answer. I am. I have surveyed many of those lands, and am well acquainted with their boundaries and value. I am myself the owner of one hundred and seventy-five acres, formerly part of one of the Washington tracts near this village, and I consider the Washington lands among the most valuable on the Ohio river. In June, 1847, I was employed to survey a part of the Washington tract of land opposite Goose island, above the mouth of Mill creek about a mile, for Lloyd N. Rogers, of Baltimore, Maryland. In making the survey, I was assisted by a deed furnished me by the aforesaid Rogers, and was told by him that said land was formerly the property of Mrs. Custis, or Law, and became hers under the will of General George Washington. The paper hereunto attached, and marked with the letters A B, and signed with my name, and witnessed by John Armstrong, before whom I make this deposition, is a correct copy of field-notes of the survey as aforesaid made for said Rogers. I was on that land so surveyed with my father in the year 1836, with a view to the purchase of

the same by my father. There are about fifty acres cleared on the land aforesaid.

Question. What do you think was the value of that land in the year 1836?

Answer. My father would at that time been willing to give for that tract above referred to ten thousand dollars, and employed Mr. Tart, of Wellsburgh, to call on Mr. Lloyd Rogers, in Baltimore, in that year, to negotiate a purchase of that tract; but Mr. Rogers refused to sell at that price. That tract, in this deponent's opinion, has not depreciated since that time, but has increased in value from that time.

And further this deponent saith not.

ROB'T PARK.

Sworn and subscribed to before me.

JNO. ARMSTRONG, *J. P.*

*Paper A B.*

June 28th, 1847. Lloyd N. Rogers, 1,100 acres: beginning at a sycamore, maple, and elm, on bank of the Ohio river, opposite Goose island, and corner to Brownel; thence with his line, S. 88° E., 180 poles to the east bank of Lick run; course continued S. 88° E., 56 poles further to the foot of the hill, (w. o., 2 feet;) course continued, S. 88° E., 138 ps., to the top of the hill; course continued, in all 424, to a sugar tree and hickory in the back military line; thence with the same, N. 2° E., 216 poles to Lick run, or Washington's run; course continued through Wilman's improvements, and 320 to Ran's, and in all 404 poles to two white oaks, cor.; thence N. 87° W., 228 poles to a large b. o. on top of an Indian mound; course continued N. 87° W., in all 380 to first bottom; 342 poles to Spring run, in all 464 poles to a stake on the bank of the Ohio river; thence down the same, with its meanders, S. 2° W., 48 poles; thence S. 2° E., 118 poles to Glade run; in all, to a maple tree, 185 poles; thence S. 6° E., 130 poles; S. 15° E., 39 poles to the beginning.

I do hereby certify that the above is a true copy taken from my field-notes, this first day of November, A. D. 1855, by the undersigned.

ROB'T PARK, *Surveyor.*

Test: JNO. ARMSTRONG.

Adjourned until Nov'r 2d, to 9 o'clock a. m.

The deposition of John Ingles, who, after being duly qualified according to law, deposeth and sayeth, this Friday morning, Nov'r 2d, 1855, at the storehouse of Daniel Frost, in Ravenswood, Jackson county, Virginia.

Question. How old are you, Mr. Ingles?

Answer. I will be seventy-one years of age in January next.

Question. How long have you lived in this neighborhood?

Answer. I have been here fifty years.

Question. Are you acquainted with the Washington land in this county opposite Goose island?

Answer. I am familiarly acquainted with it. I have hunted over it, and encamped on it, for three or four weeks at a time, and have known it ever since I was twelve years of age.

Question. How long have you owned land in this section of country, and are you well acquainted with the value of land in this neighborhood?

Answer. I have been a landholder for about forty years in this section of country, and I am well acquainted with the value of land in this neighborhood, and with the value of land opposite Goose island; I still own one hundred and fifty acres of land near this place.

Question. What was the value of the land in the year 1800?

Answer. I consider that land—and it was always esteemed by the early settlers of my acquaintance—as one of the most valuable tracts of land on the Ohio river; I am of opinion that that land was worth in the year 1800, at the lowest valuation, five dollars per acre; and in the year 1814 I think it was worth at least ten dollars per acre; and in 1834 I consider it to have been worth from twenty-five to thirty dollars per acre; and I consider it now worth fifty dollars an acre. And further this deponent sayeth not.

JOHN INGLES.

Sworn and subscribed to before me.

JNO. ARMSTRONG, *J. P.*

STATE OF VIRGINIA,
*Jackson County, to wit.*

I, James Greer, clerk of the county court of Jackson county aforesaid, certify that John Armstrong, before whom the foregoing depositions purport to have been taken, was, at the date of said depositions, and now is, an acting justice of the peace in and for said county, duly elected, commissioned, and qualified, to whose official acts as such, full faith and credit are due, and ought to be given; and further, that his said signature thereto is genuine.

In testimony of which, I have hereto set my hand, and affixed the seal of the said court, at Ripley, this 2d day of November, 1855.

JAMES GREER.

{Seal Jackson County Court, Virginia.}

STATE OF VIRGINIA,
*Jackson County, to wit.*

I, F. A. Holt, presiding justice of the county court of Jackson county, in the State aforesaid, do hereby certify, that the attestation hereto annexed, made by James Greer, clerk of the said court, is in due form, and by the proper officer appointed by the laws of the said State for that purpose, and that full faith and credit is due thereto in every court or office in the United States.

Given under my hand, at the town of Ripley, in the county of Jackson, in the State of Virginia aforesaid, this second day of November, in the year eighteen hundred and fifty-five, and of the independence of the United States the eightieth.

F. A. HOLT,
*Presiding Justice of Jackson County.*

STATE OF VIRGINIA,
*Jackson County, to wit.*

I, James Greer, clerk of the county court of Jackson county, in the State aforesaid, do hereby certify, that F. A. Holt, whose certificate is hereto annexed, is presiding justice of said county of Jackson, in the State of Virginia, duly commissioned and qualified to said office, according to the constitution and laws of the said State.

Given under my hand and the seal of my office, this second day of November, in the year eighteen hundred and fifty-five, and of the independence of the United States the eightieth.

JAMES GREER.

{ Seal Jackson County Court, Virginia. }

*Appeal prayed to Sup. Court U. S.*

And whereas afterwards, to wit, at a circuit court begun and held on the third Monday of October, in the year eighteen hundred and fifty-nine, Lloyd N. Rogers and others, by their solicitor aforesaid, filed in court here the following petition, to wit:

JOSEPH E. LAW, by his next friend MARY ROBINSON, vs. JAMES ADAMS, ex'or of THOMAS LAW et al. } In Equity.

In this case Lloyd N. Rogers, in his own right, and as administrator of Eliza Park Custis (Law), dec'd, Edmund Law Rogers, in his own right, and as administrator of Eliza Law Rogers, deceased, and Eleanor A. Rogers, appellants, vs. James Adams, ex'or of Thomas Law, dec'd, and trustee, Henry May, adm'r of Thomas

Law, dec'd, and also administrator of Edmund Law, deceased, appellees.

In this case the said appellants pray in open court that your honors will grant an appeal from the decree rendered in the above case, made on the 21st day of January, A. D. 1856, to the Supreme Court of the Utited States.

RICH'D S. COXE,
*For Appellants.*

December 9th, 1859.

*Appeal granted.*

Whereupon the court made the following order, to wit:

Upon bond being given in the penalty of five hundred dollars, with good security, an appeal is allowed.

By order of the court.

Test: JNO. A. SMITH, *Cl'k.*

December 9, 1859.

*Copy Appeal Bond.*

Whereupon the said parties, by their solicitor aforesaid, file in court here an appeal bond, in form following, to wit:

Know all men by these presents that we, Lloyd N. Rogers, in proper person and as administrator of Eliza Park Custis, (Law,) deceased, Edmund Law Rogers, in proper person and as administrator of Eliza Law Rogers, deceased, and Eleanor A. Rogers, are held and firmly bound unto the executors of William Blane, deceased; James Adams, executor of the last will and testament of Thomas Law, deceased; Henry May, administrator of Thomas Law, deceased, in the full and just sum of five hundred dollars, current money of the United States, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this ninth day of December, in the year eighteen hundred and fifty-nine.

Whereas, lately, at a circuit court of the District of Columbia, sitting as a court of equity for Washington county, in a cause wherein Joseph E. Law, by his next friend, Mary Robinson, was complainant, and James Adams, executor of Thomas Law, deceased, and Henry May, administrator of Edmund Law and of Thomas Law, deceased, and others, were defendants, a decree was rendered against Lloyd N. Rogers, administrator as aforesaid, Edmund Law Rogers, in proper person and as administrator as aforesaid, and Eleanor A. Rogers, and they having entered an appeal to the Supreme Court of the United States:

Now the condition of the above obligation is such, that if the

said Lloyd N. Rogers, administrator as aforesaid, and in proper person, Edmund Law Rogers, in proper person and administrator as aforesaid, and Eleanor A. Rogers, shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

LLOYD N. ROGERS, [SEAL.]
*For himself and as Adm'r of Eliza Park Custis.*
EDMUND LAW ROGERS, [SEAL.]
*For self and as Adm'r of Eliza Law Rogers.*
ELEANOR A. ROGERS, [SEAL.]
RICH'D S. COXE. [SEAL.]

Signed, sealed, and delivered in the presence of—
As to Lloyd N. Rogers, SAMUEL ROE.
As to Edmund Law Rogers, SAMUEL ROE.
As to Eleanor A. Rogers, SAMUEL ROE.
As to Richard S. Coxe, W. A. BRADLEY.

Approved by the court.
Test: JNO. A. SMITH, *Cl'k.*

Which being read and heard, and the securities in the said bond being by the court here approved, it is therefore ordered by the court here, that the record and proceedings aforesaid, with all things thereunto relating, be transmitted to the said Supreme Court of the United States, and the same are transmitted to the said court accordingly.
Test: JNO. A. SMITH, *Cl'k.*

DISTRICT OF COLUMBIA,
*Washington County, to wit.*

I, John A. Smith, clerk of the circuit court of the District of Columbia, for the county of Washington, do hereby certify that the aforegoing is a full, true, and perfect transcript of all the proceedings had in the said court in the aforesaid cause, with a copy of the appeal bond and citation hereto annexed.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, this 9th December, 1859.
[L. S.]
JNO. A. SMITH, *Cl'k.*

Filed 9th December, 1859.

SUPREME COURT OF THE UNITED STATES.

No. 51.

DECEMBER TERM, 1861.

# ROGERS,

*vs.*

# L A W.

## APPELLANTS' STATEMENT and BRIEF.

J. MASON CAMPBELL,
*Solr. for Appellants.*

*Murphy & Co. Printers, Baltimore.*

ROGERS,

*vs.*

LAW.

*In the Supreme Court of the United States,*

No. 51.

**December Term, 1861.**

## APPELLANTS' STATEMENT AND BRIEF.

THE original Bill, in this case, was filed in 1838, by the appellee, in the Circuit Court for the District of Columbia, against James Adams, Executor and Trustee of Thomas Law, for the investment of a sum of money bequeated him by said deceased, and payment of the interest thereon. In 1839, Adams put in his answer, and by it asked that the distribution of the whole estate real and personal of Thomas Law, should be made under the Court's direction, and that the complainant should be made to amend his Bill, by the introduction into it of the necessary parties. The Bill was amended accordingly, and in 1852, the Circuit Court made a final decree of distribution, which was brought by appeal to this Court, at December Term, 1854, (17 Howard, 417.) The result of that appeal was a partial reversal, and a partial affirmance, and a mandate accordingly to the Court below.—(Rec. 2 to 5.) The present appeal brings up the proceedings had under the mandate.

The appellants are 1. Lloyd N. Rogers, in his own right. 2. Lloyd N. Rogers, as administrator of Eliza P. Custis. 3. Edmund Law Rogers, in his own right. 4. Edmund Law Rogers, as administrator of Eliza Law Rogers, (his sister.) 5. Eleanor A. Rogers. Edmund, Eleanor, and Eliza are the children of Lloyd N. Rogers, by Eliza, daughter of Thomas

Law and Eliza P. Custis. The claims set up by all these several appellants were rejected by the Auditor, (Report, Rec. 12 to 21,) and upon their exceptions to the Report, (Rec. 85,) were also overruled, and rejected by the Court below (Decree Rec. 88,) whose rulings in the premises are now to be examined.

A. We will begin with those of Lloyd N. Rogers, who presented two claims as Creditor. They are,

1. A claim for $1439.60, loaned to Thomas Law by Mr. Rogers, on the 22d February, 1822—(Record 62 to 65.) The Auditor's criticisms are to be found on Record 13 to 15.

Without dwelling at length on the testimony, none of which is excepted to, it appears sufficiently that Mr. Law had received double this amount of money belonging to his daughter, (Mrs. Rogers,) and requested that half might be allowed to go, till he could sell his property, towards a debt of his to Mrs. Custis, (her mother,) to whom he was bound to pay an annuity of $1500; which request was acceded to by Mr. and Mrs. Rogers, and the half (or $1439) so advanced for him.

If the claim be well founded, in fact, the only legal objection requiring notice, is the plea of limitations.

The Auditor erroneously supposes (Record 14) that this plea is interposed by the residuary legatee (Rec. 6 to 8.) It is set up only on behalf of May administrator of Thomas and Edmund Law, who are specific legatees (Rec. 8 to 10,) and if they could plead it at all, it would only be allowable in the event of there not being sufficient assetts to pay them in full. Such is not the case as appears by the Auditor's Report, which states (Record 12,) that though the funds *now in hand* are insufficient, yet the entire assetts, when all shall be realized, will be sufficient to pay all the creditors, and all the specific legatees in full, and leave a surplus for the residuary legatee. Nor will there be any present insufficiency if the exceptions of the same exceptant prevails, to cut out the specific legatees, Edmund, Eleanor and Eliza Rogers, (Rec. 9.)

But by the common law and the law of Maryland, which is

the law in this respect of the District, the plea of limitations can be set up in such a case as the present, only, by the Executor and Trustee, (Adams,) who has not pleaded it.

Bowling & Lamar, 1 Gill, 362, 363.

Spencer vs. Spencer, 4 Mary'd. Ch. Dec. 465.

2. The remaining claim of Mr. Lloyd N. Rogers, as a creditor of Thomas Law (Rec. 66) is based upon the covenant of Mr. Law, in a deed executed by him, on the 9th August, 1804.

It is apprehended that this Court, by its decree of affirmance on the first appeal, settled the validity of this claim, leaving only the amount to be ascertained.

By the mandate (Rec. 3) it appears that among the points settled by the Circuit Court in its decree of 18th Dec. 1852, was the following:

"13. That the children of Mrs. Rogers became entitled at the death of Mr. Law, under the covenant of 9th August, 1804 to a provision out of his estate of equal value, with the amount they received from their grandmother's estate, with interest since the death of Mr. Law."

This Court (Rec. 4, 5) adjudged on the first appeal, "that so much of the decree of the said Circuit Court as allows, $66,154.81 to Edmund and Eleanor Rogers, be and the same is hereby reversed and annulled, and that the residue of the said decree, be and the same is hereby affirmed."

Supposing however, argumenti gratiâ, that the claim was not in substance decided, I proceed to elucidate it. The Auditor's views of it are set out at length in his Report (Rec. 15 to 17,) and having been rejected by him, Mr. Rogers excepted (Rec. 85) to its disallowance, and the Court overruled his exception.

The Deed of the 9th August, 1804, will be found in the Record of the first appeal, pp. 51 to 53, and the covenant therein of Mr. Law, which is also set out at length in the Auditor's Report, (Rec. 15) is in the following words:

"And the said Thomas Law, for himself and his heirs doth by these presents covenant with the said George Calvert and Thomas Peter, their heirs and assigns, that whensoever the full amount and value of the funds shall be ascertained and known, which shall or may come to their hands in virtue of this trust; and it can thereby be ascertained what sum will be secured to come ultimately therefrom to his said daughter, Eliza Law, after the death of her father and mother, that he will immediately thereupon secure to his said daughter, a like sum to be paid to her out of his estate at the death of her said father and mother," (Rec. 15.)

The Deed which contains this covenant was executed by Mr. and Mrs. Law to George Calvert and Thomas Peter as Trustees, and conveyed to the latter all Mrs. Law's interest (and her husband's "jure uxoris") in the estates of General Washington and her father John Park Custis, in trust to set apart thereout a fund or property to amount of $10,000, for the separate use of Mrs. Law for her life, with power of testamentary disposition by her, and in case she died intestate to convey the same to her heirs, and upon further trust as to the residue to hold it for Mrs. Law for life, with remainder to Mr. Law for his life and after the death of both with remainder to Elizabeth Law (Mrs. Rogers) in fee.

The Auditor in his Report (Rec. 15, 16) admits that the covenant establishes the liability of Mr. Law's estate for the amount of the property conveyed by the Deed after deducting the $10,000, but thinks that there is not enough proof to show what the whole amount was, though conceding value conveyed to amount of $13,500.

He has overlooked the whole of the evidence from page 92 to 96 of the Record, which shows the value of the Virginia land derived by Mrs. Law from General Washington's estate.

What then is shown by the proof to be the amount of Mrs. Law's interest in the estate of General Washington and her father, Mr. John P. Custis?

The items of her interest in General Washington's estate are as follows:

| | | | |
|---|---|---|---|
| Rec. 68, L. N. R., No. 11 | | And'w Schofield, $122 02<br>Col. Simms, . 216 67 | |
| Rec. 68, L. N. R., No. 12— | | paid Mrs. Custis, 619 79 | |
| Rec. 73, | " " | paid Mrs. Law, 1,105 33 | |
| Rec. 73, | " " | paid Mr. Law, 450 00 | |
| Rec. 73, | " " | paid Mrs. Law, 4,500 00 | |
| Rec. 75, | " " | paid Mr. Peter, Trustee, . . 1,500 00 | |
| Rec. 75, | " " | paid Mrs. Custis' Trustees, . . 619 79 | |
| Rec. 75, | " " | paid Mrs. Custis, 635 95 | |
| Rec. 75, | " " | paid Mrs. Custis, 389 57 | |
| | | | $10,159 12 |

The value of 1100 acres of land in Jackson, now Mason Co., Virginia, partitioned among General Washington's lagatees and allotted to Mrs. Law, (Rec. 89,) conveyed 5 May, 1817, by Mrs. Custis to Mr. and Mrs. Rogers (Rec. 80, 81) and identified by Robert Park's survey, (Rec. 95,) is proved by Curry (Rec. 94) and Ingles (Rec. 96) to have been worth in 1834, when Mr. Law died, (Auditor's Report 19,) from $25 to $30 per acre—say $27 50, . . . . . 30,250 00

The items of Mrs. Law's interest in the estate of her father are:

| | |
|---|---|
| Rec. 66, 67, L. N. R. 8 and 9, order of Stuart, £352 at 3.33⅓, . . . . . | 1,173 33 |
| Rec. 78, Eliza Law, £1,163 18 7, . . . . . | 4,780 00 |
| Rec. 79 " " £26 14 7, . . . . . | 90 00 |
| | $46,552 45 |
| Deducting the amount which by the Deed was set apart and placed at Mrs. Laws disposal, . . . | 10,000 00 |
| And the residue is, . . . . . | 36,552 45 |

This residue the Deed of 9th August, 1804, secured absolutely to Mrs. Rogers, and by Mr. Law's covenant in that Deed was payable out of his estate at his death in 1834, he having survived his wife, (Auditor's Report, Rec. 19,) and is therefore due with interest from that time.

None of the evidence of the above items is excepted to but that of the witnesses who prove the value of the Washington land in Jackson County, Va., (Rec. 85, 86.)

There is no general exception to these depositions, but specific grounds are assigned, none of which are maintainable. They are 1. That the depositions were taken without legal warrant or authority. If this means that a commission was necessary, there is nothing in it. If it means that a Justice of the Peace could not take it, the Court will take judicial notice, that a Justice of the Peace in Va., is a Judge of the County Court, and so competent by the Act of 1789, to act. 2. That the notice was not sufficient in point of time. This concedes the notice to be good in every other respect, and as to the time the objection was waived by not being taken at the moment the notice was given. 3. That the evidence does not identify the lands as those devised by General Washington to Mrs. Law. Lloyd (Rec. 93) speaks of knowing the land enquired of as "the Law land, part of the Washington tract." Park, a Surveyor, (Rec. 94, 95) surveyed in 1847, 1100 acres for Lloyd N. Rogers, who, in 1817, got a Deed to himself and wife from Mrs. Custis, for 1100 acres described in it as devised to her by General Washington, and who told the surveyor to whom he showed the Deed, that the land he surveyed was formerly the property of Mrs. Custis, or Law, and became hers under General Washington's Will. He speaks of it as part of the Washington tract on the Ohio River, (See General Washington's memorandum, Rec. 72 and 73,) and it is of the value of the Washington land on the Ohio, that Curry and Ingles speak. The Plats in evidence are conclusive.

The evidence then shows the value of the property secured by the Deed of 1804, to Mrs. Rogers to be $36,552.45, and Mr. Law's covenant pledged his estate to an equal amount.

The Auditor (Rec. 17) thinks that because the Trustees, Calvert and Peter, did not receive and invest these funds, there can be no claim. This of course, does not apply to the land, and as to the personalty of which they did receive $1500 × $619.79 (Rec. 75,) they covenanted with Mr. Law in the Deed of 1804, to make the investments (Rec. 52, 53) and it is not for those claiming under him to set up a default which he condoned.

The exceptions to the claim, are by the residuary legatee (Rec. 7) and the administrator of two specific legatees (Rec. 8,) and as to the latter, the observations apply, which are made in regard to their objections, to Mr. Rogers' first claim.

Both rely on the statute of limitations, but as Adams, the Executor and Trustee of Mr. Law, does not interpose that plea, it cannot avail on the authorities cited under the 1st point.

The objection of the residuary legatee, that the claim ought to have been made by the Trustee in the Deed of 1804, instead of by the cestui que trust, would not be countenanced in equity, even if the Trustees could have made it, and had not; but the covenant gives them no such right, and secured its subject matter exclusively to Mrs. Law's daughter, (Mrs. Rogers,) by whose death the chose in action under the testamentary law of Maryland, (1798, ch. 101, sub. ch. 5, sec. 8,) which is the law of the District, vested without administration in her surviving husband, Mr. Rogers.

B. Let us now pass to the claims of the other appellants, Mr. Rogers' children, Edmund, Eliza and Eleanor, one of whom (Eliza) died before the filing of the Bill, and is now represented by her brother and administrator, Edmund.

All three claim as legatees under a codicil dated 25 July, 1834, to Mr. Law's Will of the 10th September, 1832. The Will and codicil are to be found on pp. 8 to 12 of the Record on the first appeal, and the codicil is set out in the Auditor's Report, (Rec. 19, 20.) It is in these words:

"I give and bequeath to my three grand-children, Edmund, Eliza and Eleanor, children of my late daughter Eliza P. Rogers, the sum of $5,000 each to them, and each of them and their

heirs forever, provided and with the express condition, namely, that if the said children of my said daughter Eliza, or either of them, or any person or persons in their behalf or account or on behalf or on account of either of them, as heirs or heir at law or devisees or devisee of their late grandmother, the late Eliza P. Custis, shall claim, ask, demand, sue for, recover, or receive any part or portion of my estate, rights or credits, either in my lifetime or after my decease, under or by virtue of a certain Indenture tripartite bearing date the 19 March, 1796, entered into by and between Thomas Law and E. P. Custis, or under or by virtue of another Indenture tripartite bearing date the 8 May, 1800, entered into by and between Thomas Law, Eliza P. Law and Thomas Peter, or under or by virtue of another Indenture bearing date 9 August, 1804, entered into between Thomas Law, George Calvert and Thomas Peter, or under or by virtue of any other Indenture or instrument of writing to which the said Thomas Law and E. P. Law, or E. P. Custis may have been parties, or to which any other person or persons with said Thomas Law may have been parties for the benefit of said E. P. Law, or E. P. Custis, or her heirs, then and in that case the bequest in this codicil to be null and of no effect, otherwise to remain in full force and virtue in law as my last Will and Testament hereby declared and made known."

"I direct my executor before named, in case the terms of this codicil be not acceptable to my said grandchildren mentioned in this codicil, to contest with them to the utmost their right or claim to receive any portion of my estate, rights or credits, under or by virtue of the Indentures before named or any other. He will of course carry into effect my intentions herein set forth in regard to either of them agreeing or disagreeing to the terms of this codicil."

The Auditor's remarks on the claims to these legacies will be found in his Report, (Rec. 19 to 21,) and the Circuit Court's view is embodied in the following recital in its decree, (Rec. 86.)

"And whereas it was the manifest intention of the testator, as expressed in the codicil to his last Will and Testament, that his

grandchildren Edmund, Eleanor and Eliza Rogers, should not receive the legacies bequeathed by him to them, if they should demand or receive from his estate any sum or sums of money coming to them as heirs of their grandmother, Eliza Park Law, under or by virtue of any of the Deeds recited in said codicil."

"And whereas the said Edmund, Eleanor and the administrator are the sole distributees of the said Eliza Park Law, and as such entitled to the residuum of the sum of $32,585 76 herein before finally decreed to the administrator of the said Eliza Park Law as may remain for distribution by said administrator, therefore, &c."

And in accordance with these views the Court proceeds to decree that these three (3) legatees shall elect between their legacies payable out of Mr. Law's estate, and their distributive shares of Mrs. Law's estate, and in case they elect to take the legacies, they shall assign their distributive shares of Mrs. Law's estate to Mr. Law's executor, and in case they elect to take their distributive shares of Mrs. Law's estate, her administrator (Lloyd N. Rogers) is directed to pay the amount to them, after deducting what they have already received in this cause, and to pay the amount of such deduction to Mr. Law's executor for the benefit of his estate.

The provisions thus made by the Decree look, as will be seen, inter alia, to the distribution of the estate of Mrs. Law. Mrs. Law's estate, through Mr. Rogers, its administrator was in Court as a claimant on Mr. Law's estate, and the distribution of *his* estate, was the sole purpose of the proceedings in the cause. Yet the decree undertakes without any pleadings or proofs to that effect, to distribute Mrs. Law's estate. This is clearly erroneous, and Mr. Rogers as administrator of Mrs. Law, having taken an appeal (Rec. 97) from the decree, it must be for that reason reversed.

The error into which the Court below thus fell, was the result of a graver error still in determining that the case was one of election.

The claims of these legatees, under the Deeds mentioned in

the codicil are as creditors, and creditors are never put to an election.

Kidney & Coussmaker, 12 Vesey, 154.

Deg & Deg, 2 Peere Wms. 418.

2 Williams Ex'ors, 888, and Note. 1 Whites Lead Ca. 396
2 Story Comm Sec 1092.

Nor can there be any case of election, unless the party put to his election can claim either one of those things, whereof he is to make his election. Of the three claims set up by the Rogers' family in this cause, one is set up by Mr. Lloyd N. Rogers, the father, in his individual right as a creditor, one by the same person as administrator of Mrs. Law; and the only one advanced by the legatees, Edmund and Eleanor Rogers, this Court on the first appeal decided against (Mandate 4, 5.) There can be no case therefore of an election between their legacies, and a claim which has no existence.

2 Story, Comm. on Eq. Sec. 1075.

But the doctrine of election is wholly inapplicable on wider grounds.

It is founded altogether upon an *implied* condition, that he who accepts a benefit under an instrument, must renounce all inconsistent benefits, and as the Courts imply the condition, they give the party effected by it his right of choice between the two.

Roy & Mordaunt - 1 Sheafield, Ca

1 Whites. Lead Cases in Equity, 282, and the cases there cited. Lob paging 382 401

But where the testator himself expresses the condition, none can be implied, and such is the case at bar.

The legacies are given to the three grandchildren and their heirs forever, provided—and *with the express condition*, that if either of

them as heirs at law, or devisees of his wife, or any persons on their behalf, shall claim any part of his estate under the Deeds mentioned in the codicil, or any other writing that he may have executed for the benefit of his wife and her heirs, then that the bequests shall be null and void.

The question is simply therefore with regard to legacies given upon express condition—whether or not the condition has been broken because it is very plain that the condition is a condition subsequent, and that the legacies vested in the legatees.

The condition is that neither they nor any one on their behalf, as heir or devisee of their grandmother, shall ask or receive anything from his estate under certain deeds executed for her benefit. Has it been broken?

As to Eliza P. Rogers the proof is by Mr. Hoffman (Rec. 81) that she died under age and unmarried, in the year 1837, and there is no pretence that she or any one for her ever asked or received a dollar from Mr. Law's estate. Clearly therefore no breach of condition has been committed by her, and her administrator, (Edmund Law Rogers,) who has in that character appealed from the decree (Rec. 97) is entitled to a reversal. The acts, if any, of her brother and sister, Edmund and Eleanor Rogers, cannot affect her interest.

Ward on Legacies, 139, (16th Law Library.)

As to Edmund Law Rogers and Eleanor A. Rogers, it no where appears in proof that they claimed any portion of Mr. Law's estate prior to this suit. In this cause they set up a claim under the marriage settlement of 1796 as grandchildren of Mrs. Law, which this Court (17 Howard, 419) declared to be without foundation. The other claims of their branch of Mr. Law's family are made exclusively by their father as administrator of Mrs. Law, but not by them or for them as heirs at law or devisees of Mrs. Law.

Was the claim so made a breach of condition?

The claim was rejected as already stated, and therefore in

point of fact, there has been no money received from Mr. Law's estate on any account interdicted by him. It is submitted that the condition justly construed inhibits the enjoyment of both legacy and claim, but nothing further. This point is relied on with the more force, because these parties never instituted suit for their claims, but were made parties defendant to the amended Bill in this cause (Record on 1st Appeal, p. 14,) and that upon the suggestion of *Mr. Law's Executor and* Trustee (Rec. on 1st Appeal, p. 5.) Having thus come into Court with their claims, not voluntarily, but compelled by due process what they have done was not within the forbidden category. And that there was "probabilis causa litigandi," is demonstrated by the difference of opinion between this Court and the Circuit Court.

Powell & Morgan, 2 Vernon, 90.

Suppose the condition however to have been broken, there is no bequest over, and so the condition is merely in terrorem, and will not work a forfeiture.

1009 London Ed.

2 Williams Executors, 790, and the cases there cited.

709. 2 Jarman on Wills 46 (London Ed.)

Nutt v. Burrell Sel. Cas. in Chn. (13 Eng. Ch. Rep.)

Ward on Legacies, 139.

3 Atkins, 368, Wheeler vs. Bingham.

And there being no direction, that the legacies shall fall into the residue, they do not pass to the residuary legatee, but being undisposed of belong to the next of kin, who, at the time of the supposed breach were the legatees, Edmund and Eleanor, the only living descendants of Mr. Law.

3 Merivale 116.117 Lloyd & Brantm.

J. M. CAMPBELL,

*Solr. for Appellants.*

# SUPREME COURT OF THE UNITED STATES,

*DECEMBER TERM,* 1861.

## LAW *vs.* ADAMS.

### BRIEF OF APPELLEE'S COUNSEL.

Nothing is before this Court but the exceptions to the Auditor's Report.

Brockett *vs* Brockett, 3 Howard, 691; 83d rule of Equity Practice.

The only exceptions are—

1st. By Lloyd N. Rogers, relating to his claim for money loaned.

2d. His claim, as surviving husband of Eliza Law, under the covenant in deed of 9th August, 1804. Record, 84.

3. By the three Rogers, in respect to the rejection of their legacies. Record, p. 85.

The Auditor's report was filed 29th May, 1855.

Record, 29.

The exceptions were not filed until the 3d Monday of October, 1855.

Record, 84.

The exceptions were therefore too late, and the report is, under the 83d rule, to be taken as fully confirmed. Nor is this cured by the recital in the decree—"that the cause, with the exceptions, was set for hearing, &c.;" because their being too late was one ground of objection at the hearing.

FIRST POINT.

The two claims of Lloyd N. Rogers were never before filed by him, although a notice to creditors was published prior to the first hearing of the case.

It is very clear that he omitted to file these claims before the first final decree, which he might have done and was notified to do.

See Redin's last Report.

Record, 13, 14 and 65.

Mr. Redin is mistaken in saying that the claim of Mr. Rogers under the covenant of 1804 was in fact presented before the first hearing. It was then presented by the children, and not by Mr. Rogers.

See old printed Record, 42.

And present Record, p. 84.

And although decreed (interlocutory) to the children (old Record, p. 89, 13th point) it was rejected by final decree.

Old Record, 90.

Is it competent for Mr. Rogers *deliberately* to withhold his claims until the case is remanded?

Mr. Rogers having acquiesced in the attempted transfer of the funds to his children by his omission to present his individual claims before the former decree, and having so long slept upon these stale claims, comes into Court at this late day and files them after the mandate.

He might have presented these individual claims prior to the *first* hearing of the cause in the Circuit Court—although a party to the cause filing a claim as administrator of Mrs. Law, he failed to avail himself of the notice given by the Auditor to all creditors previously to the first decree, and *agreed* that the case should *then be heard without the exhibition* of his individual claims.

See Record, pp. 14 and 65.

Redin's Report.

Can Mr. Rogers, after the claim of his children for $66 000 has failed, by the decree of this court, to sweep away the assets, be allowed on the second trial of the cause to interpolate his *individual claims* which he could as readily have advanced in 1848, when the auditor notified all the creditors to file their claims? We confidently maintain that, by this acquiescence and non-claim, Mr. Rogers has abandoned any claims which had accrued to him in 1848, and prior to the first decree.

1 Maryland Rep. 394, &c.

6 Howard, 424, &c.

10 Wheaton, 443.

His first claim is for money loaned to Mr. Law, in February, 1822; yet it is shown that Mr. Law died in 1834, (see it so stated in 17 How. 420,) some twelve years after the alleged debt was incurred. Mr. Adams obtained letters testamentary immediately on the death of Mr. Law, and the estate is shown to have been solvent, and yet Mr. Rogers fails to present this claim until 1855, a period of thirty-three years after it accrued.

His second claim is based on the covenant in the deed of 1804, and the cause of action must have accrued, if ever, at the death of Mrs. Rogers, so as to vest in her surviving husband. But as she died

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prior to the death of her mother, Mrs. Law, in 1832, it follows that this claim, filed in 1855, was not filed by Mr. Rogers for twenty-three years after it had accrued.

See dates stated in 17 Howard, 420.

To both of these claims it is conceded that Mr. May, as administrator of Edmund and Thomas Law, objected the statute of limitations.

See Record, pp. 8 and 9.

We also contend that the plea of limitations is sufficiently relied on by the residuary devisee. 1st, because his counsel instructed the Auditor to state in his report that the same exceptions were filed for the residuary devisee, (meaning the same filed by same counsel for H. May as administrator, &c.)

See Record, p. 11.

The Auditor, in pursuance of this instruction, reports the plea of limitations as filed by the residuary legatee against both of Mr. Law's claims, as well as by the specific legatees.

See Record, 12 and 14.

It will be seen that the residuary legatee expressly relied on limitations to Mr. Rogers' second claim.

Record, p. 7.

These facts amount in equity to a sufficient reliance on the statute of limitations by the residuary legatee against both claims filed by Mr. Rogers.

McCormick *vs.* Gibson, 3 Bl. 499.

1 Md. Dig. 411, § 121.

In equity it is a sufficient answer for one Defendant to adopt the answer of his Co-Defendant.

Binney's case, 2 Bl. 99.

Warfield *vs.* Banks, 11 G. & J. 98.

1 Md. Dig. 410, § 89.

And on the same principle, where funds are in Court for distribution one claimant may adopt by simple reference the exceptions filed against a particular claim, by any exceptant. The case in 3 Gill & J. 12, simply decides that the plea of limitations only enures to the benefit of the party relying on it. But in all cases it is enough for each party to insist on the plea.

6 G. & J. 12.

4 H. & J. 259.

It is true that in all actions by creditors against the Executor or Administrator in respect to personal estate, limitations can only be relied on by the Executor or Administrator under the Act of Maryland 1798, ch. 101, sub ch. 9, § 9.

But the whole personal estate in the hands of this Executor is shown to be but $1,598, and the claims of creditors (exclusive of Mr. Rogers) amount to $16,326.

See Auditor's Report, p. 18.

If you add to this $16,326 of debts, the present claims of Mr. Rogers and the $33,641 17 paid him as administrator of Mrs. Law, (see Auditor's Report, p. 25,) the dividend on Mr. Rogers' individual claims out of the $1,598 of personal estate, caused by the omission of the Executor to plead limitations, would not pay the expense of printing the Appellant's Brief in this cause.

It results, therefore, that the contest here is practically in relation to the proceeds of Mr. Law's real estate, which, by his will, is plainly chargeable with his legacies.

Adams, the executor, was appointed by the Court as trustee to sell the real estate.

Old Record, foot of page 89.

These claims arise on the distribution of the proceeds of the real estate among the creditors and legatees. Hence it results that the Executor has nothing to do with this fund, and each claimant can for himself plead limitations against his adversary as much as the heirs or devisees could do in all cases affecting their interests in the real estate.

Strike's case, 1 Bl. 57.
1 Md. Dig. 409, § 62.
10 G. & J. 109.
7 H. & J. 134.
6 G. & J. 4.
——— 16.

The disputed claims appearing in proof before the Auditor for the first time, our exceptions, based on limitations, were perfectly regular.

Berry *vs.* Pierson, 1 Gill, 234.

But independent of the bar of limitations, we have excepted to those claims as stale.

Record, 7—11.

No exceptions are necessary where the claim is on its face stale and unexplained, as both of these claims are, the first, if properly proved, being due for more than thirty-three years before it was filed, and the second being due (if properly proved) from the death of Mrs. Rogers, prior to 1832, a period of twenty-three years before it was filed.

In cases like this, the claims are not considered in the suit until filed, and, therefore, limitations and lapse of time ran against them until filed.

See Post *vs.* Mackall, 3 Bl. 486.
Welsh *vs.* Stuart, 2 Bl. 37.
1 Md. Dig. 703, § 53.

That the objection of staleness need not be made by exception or plea.

See Lingan *vs.* Henderson, 1 Bl. 236.
Salmon *vs.* Clagett, 3 Bl. 125.
1 Md. Dig. 411, § 101.
Hepburn's case, 3 Bl. 95.
1 Md. Dig. 703, § 48.
2 Md. Ch. Dec. 231.
9 Gill, 361.

We also insist that neither of these claims *are proved*, for the reasons stated by the Auditor.

The second claim filed by Mr. Rogers is based on the covenant made by Mr. Law with Peter and Calvert, the *grantees*, in the deed of 1804.

We refer the court to that deed in the first printed Record, pp. 52 and 53.

We submit that this claim must fail on its merits. By the true and manifest interpretation of the deed of 1804, the trustees, Peter and Calvert, were to hold a residuum of the lands conveyed by Mrs. Law (after first raising $10,000 for her absolute benefit and disposal) in trust for the use of Mrs. Law for life; remainder to Mr. Law for life, and remainder to Mrs. Rogers in fee, and the covenant of Mr. Law is simply that "whenever the full amount and value of the funds shall be *ascertained and known* which may or shall come to their hands in virtue of this *trust*, and it can thereby be ascertained *what sum* will be secured to come *ultimately* therefrom to his daughter Eliza Law, (Mrs. Rogers,) after the death of her father and mother, that he will immediately thereupon secure to his said daughter a like sum, to be paid *to her out of his estate* at the death of her said father and mother."

Upon this covenant we submit that Mr. Rogers' claim must fail.

1st. Because the trustees, Peter and Calvert, are not made parties as they ought to have been, as the legal covenantees.

2d. Because Mr. Law was not bound to pay any sum until he had notice of the ascertained value of the funds received by Peter and Calvert as trustees, and secured to his daughter, Mrs. Rogers, at the death of Mr. and Mrs. Law; and there is no proof of any funds over and above the aforesaid $10,000 having come to the hands of the trustees for the benefit of Mrs. Rogers as residuum, after the expiration of the life estates in her father and mother; and therefore, Mr. Law never was liable upon this covenant, and there is no evidence whatever to show such residuary funds in the hands of the trustees, or their ascertained value or notice thereof to Mr. Law, so that he might secure to his daughter a like sum of money. The proof in the Record does not tend to show that any property ever came to the trustees, for the purposes of the trust.

3d. Because the covenant of Mr. Law was based on the consideration that he was to have a life estate in a residuum of his wife's property over and above the $10,000; and there is no proof of his ever having had the enjoyment of any such residuum of his wife's trust estates for life.

4th. Because the covenant of Mr. Law was for the personal benefit of his daughter, Mrs. Rogers, and was designed simply to create a duty in Mr. Law to pay her a sum of money upon certain contingencies at the death of Mr. and Mrs. Law, and the object of this intended bounty having died before Mr. and Mrs. Law, and before the contingencies occurred, it is absolutely impossible that her surviving husband, Mr. Rogers, can succeed to rights which were never vested in his wife.

**2d Point**—THE CLAIMS FOR LEGACIES UNDER THE WILL OF THE TESTATOR.

It is shown by the Auditor's account, that after paying the established debts of the testator, there is a surplus for his legatees of $33,641 37, liable to be increased by the proceeds of assets not *accounted for.*

Record, p. 28, 29 and 30.

The main question is as to the distribution of this surplus among the specific and residuary legatees.

As shown in the Auditor's Report, there will be only a dividend among the specific legatees of $68\frac{8}{10}$ per cent. if all the specific legatees are admitted to claim, but if the three legatees, Edmund, Eleanor and Eliza Rogers, are excluded as legatees, then there is a surplus after paying the other specific legatees, of $8,797 65 for the residuary legatee.

Record p. 28.

The grounds on which these three legatees were excluded by the Court below, are found in the Codicil to the testator's Will.

Old Record, pages 8—11.

The decree of the Court is found in page 85 of Record. A synopsis of its terms shows—

1. The payment of $32,585 76 to Lloyd N. Rogers, as administrator of Mrs. Eliza Park Law, in full of an annuity secured to Mrs. Law by deed of 9th Aug. 1804.

See Old Record, 54.

2. That Eliza, Eleanor and Edmund Rogers, are the sole distributees of the said $32,585 76, so paid to the administrator of their grand-mother, Mrs. Law, and as such they are bound to elect between their respective shares of said sum of money and the specific legacies to each of them, according to the manifest intention of the testator.

3. That ample time was given to them for an election, and if they failed to elect, their claims to these legacies were rejected.

NOTE.—It appears by the Auditor's account, that the amount of dividend on specific legacy coming to each of the three Rogers' legatees is but $6,229 87, whereas, each of them is entitled to claim from the Administrator of their grand-mother, $10,861 92, being one-third part of the above $32,585 76, thus showing an excess of $4,632 05 in favor of the interest of each one of them, as distributee of their grand-mother's estate, over his or her claim as legatee under their grand-father's will. This excess of $4,632 05 for each third part, leaves a margin on the whole distributive interest of $13,896 15 applicable to the costs of administration and the debts due by the estate of their grand-mother, if any such indebtedness were shown, which is expressly negatived by the Auditor's report.

Record, page 25, 28.

Therefore, it appears that if held to an election, the Rogers' grandchildren will elect not to take these specific legacies.

Auditor's Report, page 29.

Their interest to reject the legacies if held to an election is so clear that a reference is unnecessary.

2 Vesey, Jr. p. 697.

The questions to be discussed under this head, are:

1. Whether this is a case of election as between the specific legatees.

2. Whether the residuary legatee is entitled to enforce the principle of election, or at least to claim the benefit of it, when applied at the instance of, and for the benefit of, the specific legatees, as necessary for the payment of their specific legacies in full.

We cannot more succinctly present the questions at issue than by incorporating in this brief the following extract from the able and elaborate opinion of Chief Justice Dunlop, delivered in the Circuit Court:

"The principal question discussed in this case, is whether the Rogers', the grand children of Thos. Law, late of this city, are entitled under the Will and Codicil of Mr. Law, their grand father, to have *both* the legacies under the Codicil, and their distributive shares of the money adjudged by this Court and the Supreme Court on appeal, to Lloyd Rogers, the administrator of their grand mother, the late Mrs. Law or Custis, for arrears of annuity under the deed of 1804, that being one of the interdicted deeds, in Mr. Law's Codicil to his will, or whether they have forfeited their said legacies, or are bound to elect now between said distributive shares and the legacies bequeathed to them in said Codicil.

"I dismiss the question of forfeiture with these remarks. The preservation of their claim, under the deed of 1796 (the $66,000 claim) was made as the record shows, while they were infants, and

for that reason does not conclude them, so their election to take that claim, in lieu of their legacies in the Codicil, does not bind them for the same reason of minority, and for the further reason, that the Supreme Court have adjudged, that the $66,000 claim allowed to them by this Court under the deed of 1796 was invalid, and that they take, and are entitled to nothing under that deed. This election having proved worthless.* I think that even an adult would not be bound by it. Then as to the $29,000 claim, adjudged by this Court and the Supreme Court, to Lloyd Rogers, administrator of Mrs. Law, for arrears of Mrs. Law's annuity, there can as yet be no forfeitures; for the Rogers,' the grand-children, have not, so far as this Record shows, either claimed or received any part of this money from Lloyd Rogers the administrator. It is said by their counsel, that the debts of Mrs. Law may absorb the whole, or that a Will of Mrs. Law may appear, disposing of the fund. There is no proof in the cause of any such debts or will, and in the absence of such proof, this Court must say, that after the expenses of administration and commissions are deducted, the grand-children of Mrs. Law (the Rogers') are entitled as distributees to the residue. Until they claim by themselves, or another, or receive the fund, there can be no forfeiture of their legacies. No Court of Equity surely could enforce a forfeiture *for an act yet to be done.* There is at present, no breach of the condition in Mrs. Law's Codicil. It is also urged by the counsel for the Rogers', that they are not in the category of heirs or devisees of Mrs. Law, that Mrs. Law left no will and no estate of inheritance, and that the grand-children, the Rogers', are not within the prohibition, in the *condition*, in Mrs. Law's Codicil, in claiming as *distributees* of their grand-mother. But I think, in the construction of this Will and Codicil of Mrs. Law, that the Word "heirs" is comprehensive enough to embrace distributees, and that when he used that term, in the condition to his Codicil, he meant any claim by his grand-children as the representatives in law of their grand-mother, either as heirs or distributees †

"Having thus disposed of the question of forfeiture, the remaining inquiry is, is it a case of election, that is to say, can this Court, as a Court of Equity, compel the Rogers' to elect between their claim as distributees of their grand mother, for the arrears of her annuity, and the legacies to them, under Mr. Thomas Law's Codicil. It is impossible to read the Codicil to Mr. Law's Will without seeing that he manifestly intended the Rogers' should not have both, and that he designed the legacies in lieu and as a substitute for the claims under the deeds. Their advisers so thought, when they elected for them to renounce the legacies, and to claim under the deed of 1796, an set forth

* The law is to the contrary. 2 Story Eq. §1096. 2 Wms. Exrs. .237.
† 2 M. & K. 74. 4 Kent, 537, note.

in the Record and before alluded to.* The intention is conceded, but, it is said, that will not alone do; there must *be a devise over*, and here there is no such devise. The condition is *in terrorem merely*, and not to be enforced. The legatees may take their legacies, and also claim under the deeds. Upon a careful examination of the books referred to, and many others to which I have access, I find that conditions *in terrorem* are confined to cases of "marriage," and disputing the will. Restraint of marriage is said to be against the policy of the law, and not to dispute the will; against "the liberty of the law, each being *conditio rei non licita.*"

"The whole question turns upon the enquiry, is the *condition lawful* or not? If the *condition* be *lawful*, it cannot be *in terrorem*; and whether precedent or subsequent, when a *breach* occurs, ought to be enforced both at Law and in Equity.

1st English Law and Ch. Reports, 151-2.

"But there is nothing unlawful in the offer to buy a claim, and this is in substance the condition of Mr. Law's Codicil. There is nothing unlawful in annexing to his bounty a requirement, that the object of his bounty should renounce their claims, if they took his bounty.

"The grand-children have the option to accept or reject the offer, that is to say, to elect. It is true, some cases have countenanced the proposition, that, *under some circumstances*, a condition to release all demands on the estate of the testator is *in terrorem* only, but the current of decisions is the other way, and the late Text Books hold a contrary doctrine.

"If a man gives a legacy in discharge or satisfaction of any claim that the legatee has upon him, the legatee must elect between the legacy and the claim, and if he insists on the latter, he must waive the benefit under the will."

18th Law Lib. 139—Ward on Legacies.
Jenkins *vs.* Jenkins, Belt's Sup. to Veasy, Jr. 250.
Graves *vs.* Boyle, 1 Atkins, 509.
Newman *vs.* Newman, 1 Brown, Ch. R. 186, 167.
McNamara *vs.* Jones, Do. 481.
Hoase *vs.* Barnes, 3 Brown, 316.
Webb *vs.* G. Shaftesbury, 7 Veasey, 480.

1st Spence, 639. "If the individual to whom, by an instrument of donation, a benefit is offered, possesses a *previous claim* on the *author* of the instrument, and as intention appears that he shall *not both receive the benefit* and enforce the claim, the same principle of executing the purpose of the donor, requires the donee to elect between his original and his substituted rights, the gift being disregarded as a

* See 1 Swanston, 400.

satisfaction of the claim, he cannot accept the former, without renouncing the latter."*

"If this is sound doctrine, the case before the Court is clearly a case of election, the condition in Mrs. Law's Codicil, to the gift to his grand-children, the Rogers', being in substance a condition, that if they took the gift, they should yield their claims under the deeds.

"Another instance of the application of this doctrine (election) arises, where the owner of an estate having, in an instrument of donation, applied to the property of another, expressions which, if that property were his own, would amount to an effectual disposition of it to a third person, and having by the same instrument disposed of a portion of his estate in favor of the proprietor, whose rights he assumed, is understood to impose on that proprietor the obligation of either relinquishing (to the extent at least of indemnifying those whom by defeating the intended disposition, he disappoints,) the benefit conferred on him by the instrument, if he asserts his own inconsistent proprietary rights, or if he accepts that benefit of completing the intended disposition, by the *conveyance in conformity to it* of that portion of his property which it purports to affect. The foundation of this doctrine is the intention of the testator, and *its* characteristics in its application to these cases is, that by an equitable arrangement, effect is given to a donation of that which is not the property of the donor, a valid gift in terms absolute, being qualified by reference to a distinct clause, which though inoperative as a conveyance, affords authentic evidence of intention. The intention being assumed, the conscience of the donee is affected by the condition, (though destitute of legal validity,) not express but implied, *annexed to the benefit* proposed to him, to *accept the benefit*, while he declines the burden, is to defraud the design of the donor."

2nd Spence 589. "The foundation of the equitable doctrine of election, is as will have been observed, the intention explicit or *presumed*, of the author of the instrument, to which it was applied. It was on the principal, that *an indication* of *an intention* to devise is sufficient, that the rule applied to the heir, to whom an estate was devised prior to the late statute, as to descent, so that if any estate were *devised* to *the heir*, although by the rule of law, the devise was inoperative, and he took by descent, still he was put to his election." Again at page 592, "In cases arising upon wills, it frequently happens, where the subject of the devise is not referred to in specific terms, that it is doubtful, whether the testator, looking to the words he has used, did intend to devise the property or interest, which belongs to the person to whom he has given part of his own property. This

* 7 Vesey, Jr. 488. Belt's Supplement, 254, side. See 1 Swanston 394.

question has to be determined, not on any principle, applicable to cases of election only, but by *the general rules* of construction, that is the meaning of the words, used, has to be ascertained, by the application of those rules. Prima facie, said Lord Eldon, it is not to be supposed that a testator disposes of that which is not his own, it must be by demonstration plain by necessary implication, meaning by that, the utter improbability, that he could have meant otherwise, that the case is raised, but where there is that plain demonstration, that necessary implication, that you must give up all to pass, according to the will or *make compensation.*"

Again at page 596. "The question as to the effect of general words, has been very frequently agitated in cases where it has been doubtful, upon the terms of the will. Whether the testator has intended to devise his estate, free from the claims of his wife, in respect of dower, it may be well to refer to some of the decisions, inasmuch as they illustrate the general principles, applicable to the subject generally, for a wife is put to her election, on the same principle as a stranger.

"It has been decided, that were the testator gives to his wife and children, all his estate whatsoever, real and personal, to be equally divided amongst them, the wife ought to be put to her election, on the ground that her claim of dower would disturb the equality of division which is contemplated by the will."

"The clause in Mr. Law's codicil for a *pro rata* division, among his specific legatees, out of his estate, clear of the claims of the Rogers, which he had denied, and interdicted, is a devise by implication of those claims, to the specific legatees, the Laws, as far as needed, to pay their legacies. This is certainly the clear intent of the testator, Thos. Law. He gave the legacies to the Rogers, in lieu and as a substitute, for their claims under the interdicted deeds. He meant, that all his specific legatees should stand on the same platform and be paid their legacies out of his estate, clear of the claims of the Rogers', under the deeds of settlement, and this pro rata clause in the codicil, is an *implied devise* of those claims, at least to that extent, and is in substance the same, as if he had expressly devised said claims for that purpose. The testator by his will of 10th Sept. 1832, directs all the property of which he died possessed, excepting some small items of no account in the issue now before the Court, to be sold for the purposes of his will, and by his codicil of the 25th July, 1834, to be taken in construction with the will as one instrument, directs that the proceeds of his estate, if not sufficient to pay all his bequests shall be distributed pro rata among his legatees, having by a previous clause of the same codicil, made known to his grand-children, the Rogers', that these were the only acceptable terms upo

which their legacies could be paid by his executor, and that their claims under the interdicted deeds were expressly excluded. I think therefore the legatees, *the Laws*, are entitled, to put the Rogers' to their election. I have felt doubt as to the residuary legatee Mr. Blane, and as to his right to put the Rogers' to their election growing out of the opinion of the Chancellor in the case of Ld. Darlington *vs.* Pulleny, reported in 3d Vesey.

The Chancellor says, "It is a little difficult to conceive, how as residuary devise of the personal estate, he should state himself to be a person, in whose favor this Court would interpose against any person claiming specifically under the will, *for the residue is only what remains after all the debts are paid*, and if a particular demand of any person, *taking* a benefit under the will, subjects the personal estate to a debt, the cases have not reached so far as that the benefit of putting a party to election, can ever go, to a residuary legatee of the personal estate."

"But that case differs from the present in this, that there *no express condition*, *lawful* in its character, was annexed to the testator's bounty, that the adverse claim should be renounced, and no manifest intent of the testator, as in this case, that the adverse claim, to the extent *at least* of *compensating* the disappointed residuary legatee should form part of the residuum,* besides the election, to which the Rogers' are put, at the instance of the legatees, the Laws' cannot be partial, but is entire and so enures to the benefit of the residuary legatee, Mr. Blane."

We submit the following synopsis of authorities in support of our propositions:

The word "provided" in the Codicil would of itself imply a condition to the legacies.

1 Roper on Legacies, 566 and 748.

But to remove all doubt the testator uses this language: "*provided*, and with this *express condition*, *namely*, *that if*," &c.

It is too clear for argument that the testator intended not only to make a case of *election* for his grand-children, Edmund, Thomas and Ellen Rogers, but to forfeit or revoke their legacies, *ipso facto*, in case they, or any one for them, made a claim against his estate under the *interdicted deeds*, the receipt of these legacies before a claim, under the interdicted deeds would be an election to waive the claim and *e converso*, the claim is a waiver of the legacies.

If the case had rested on the ground, that the testator had revoked these legacies and so declared his intention, the revocation to take effect *eo instanti*, that a claim is made in behalf of or by the Rogers'

*Swanston 433, note. 1 Vesey, Jr. 523, 527.

legatees, we would maintain the validity of the revocation, because as the testator was not bound to bequeath the legacy, he could declare the conditions on which it should or should not take effect,—nothing being left to implication, but every thing stated by him in the most positive and explicit language, and there being nothing illegal in such conditional revocation.

This proposition is supported by authorities.

Stahlman on Election, 175—6, and 212.
2 Spence's Eq. 591.
2 Sugd. on Powers, 149, 150.
Boughton *vs.* Boughton, 2 Ves. 12.
Newman *vs.* Same, 1 Bro. 186.
2 Ves. Jr. 371.
Ward on Legacies, Law Lib. 134—5.

If the conditional legacies be revoked and annulled by the mere fact of a claim being made, it is as if they were erased or not found in the Will, and this view might safely have been taken by the Circuit Court.

Nor was it necessary to have ruled that a claim by third parties, under the interdicted deeds for the benefit of these legatees, would annul their legacies, because there is abundance of evidence to show the fact of such claim being made by these very legatees in the most solemn form and in this very cause.

As far back as October, 1847, these parties answered the amended bill of Jos. E. Law, not as infants, but as *adults*, by counsel, and claimed under the interdicted instruments.

See original printed Record in this Court, p 38.

It will also be seen that by the interlocutory decree, passed in this cause on the third Monday of October, 1849, (original Record, p. 63,) it was declared by the Court in that decree, that the Rogers' grandchildren had "by their assent hereto declared, their election to take under the settlements, and renounced all right under the will of T. Law."

And in the present Record, their election to claim under the interdicted deeds in Feb. 1849, is clearly shown in writing.

Record, p. 84. †

There is nothing to countenance the idea of these parties being infants at the time of such election, except the allegation in the amended bill of Jos. E. Law, filed as far back as May, 1839, that these grandchildren were then infants; but as they subsequently appeared and answered, and acted *in pais* by counsel, and were recognized by the interlocutory decree of October, 1849, as *sui juris* in making their election, it is very clear that the presumption must be against their infancy in October, 1849, when they declared their election in open

† Edmund & Eleanor Rogers
recd 8 Nov 48 — 48410.05
Rec 25

Court, and in February 1849, when they acted in *pais* by counsel, and in October, 1847, when they avowed not as infants. The idea of the learned Chief Justice of the Circuit Court, that the Rogers' were infants at the time of their election, is not acquiesced in by us as founded on the facts shown in the Record.

We, therefore, assume that the Court below would not have erred if they had decreed the distribution of the fund at once, absolutely excluding the Rogers as having already disabled themselves by adversary claims, made when *sui juris*, and by solemn election in open Court, from all further claims as legatees to the bounty of Mr. Law. And such we understand was the extent to which the learned associate, Mr. Justice Morsell, was willing to have gone in the decree.

If, therefore, this view is correct, the Rogers' have received great liberality under the decree in this case, as it allows them the grace of making their election *de novo*, when they had no longer a right of election *at all.**

But assuming that they still had rights as legatees, then they were bound to elect between their claims as creditors, and their legacies.

Herbert *vs.* Wren, 7 Cranch, 378.
4 Kent Com. 58, Note.
Addison *vs.* Bowie, 2 Bl. 606.
2 Story's Equity, 10, 75—8.
1 Swanst. 433.
Macalfresh *vs.* Schley, 2 Gill, 181.
1 Md. Ch. Rep. 119.

Such a condition is valid and not *in terrorem*—it is a condition and operative, whether there be a limitation over or not.

2 Vesey, Jr 12.
Ward on Legacies, (Law Library,) 139, vide page.
Hawes *vs.* Warner, 2 Vern. 477.
Cleaver *vs.* Spurling, 2 P. Wms. 526.
Wheldon *vs.* Oxenham, 2 Eq. Ab. 546, § 23—4.
Ambler's Rep. 540, 657.
1 Eden, 489.
2 Eden, 110.
1 Bro. Ch. 168.
14 Vesey, 341.
1 Bro. P. C. 54.
1 Sim. N. S. 42.

* If the legacies are revoked *ipso facto* by the adversary claim being made, then the decree must be affirmed, notwithstanding it allowed an election to the legatees who were entitled to no such favor.

Being legacies to three of the heirs or distributees of testator, necessarily makes them a conditional limitation, though not limited over.

1 Vesey, Sr. 423.

14 Vesey, Jr. 347.

An illegal condition, forfeiting a legacy, as a condition not to marry or dispute the will, cannot be enforced unless there be a limitation over.

*In rem* Dickson 1 Eng. Law and Eq. 152—3.

But there is no occasion for a limitation over if the condition be not *in terrorem* or illegal, and a condition not to dispute the will is now held *not* to be in terrorem.

1 Eden, 492.

2 Ambler, 657.

1 Sim N. S. 42.

The residuary devise is virtually a limitation over, and the *dictum*, that it does not fall to the devisee as the residuum undisposed of, applies to cases where there is no *residuary clause*, or no express intention that the legacy shall be *annulled* and *revoked*, as in this case.

Ambler, 657 &c.

4 Kent Comm. 542.

2 Bland, 560.

Hayden *vs*, Stoughton, 5 Pick. 528.

1 Jarman on Wills, 591, side.

3 Merivale, 108.

Moreover, in this case, the election is required in order to pay the other specific legatees, and being thus required, the residuary legatee could come in for the residue caused by such election, even if he could not himself call for the election, which is denied. But the condition here relates simply to a collateral matter, viz the legatees claiming, &c., a distinct debt—it is not a condition "*not to dispute the will.*" A claim to dispute a will may be *in terrorem*, but a condition that if the legatee disputes the will and enjoys adversarily, his legacy is revoked, cannot be *in terrorem*, but is matter of substance so far as it relates to the interdicted adversary claims made by the distributees of Mrs. Law's estate.

The case is simply this: The testator being aware that his estate was liable on the covenants contained in certain enumerated deeds, and that the representatives of his wife might be claimants under those covenants, and knowing that the three children of Eliza Rogers, his deceased daughter, were the distributees of Mrs. Law's estate, determined, by his codicil, (after noticing in his will their preponderant claims as creditors,) to give his three grandchildren by his daughter, Eliza Rogers, the same legacy of $5,000 each, which by his will he had given to his grandchildren Thomas and Edmund Law. This was

the motive of his codicil clearly expressed, and his object was founded on the same equitable principle of equality among his grand-children which was so eloquently vindicated by this Court in Jenkins *vs.* Pye, 12 Peters, 254.

See the Will and Codicil in old Record, pp. 8 and 10.

Now it is perfectly clear that the testator never intended that the Rogers' grandchildren should have more of his estate than his other grandchildren, and he therefore declares that "if the said children of my said daughter Eliza, or either of them, or any person in their behalf, or on account of either of them as heirs-at-law or devisees of their grandmother, the late Eliza P. Custis, shall claim, &c. any portion of my estate under or by virtue of certain deeds, (enumerating them,) "then the bequests in this codicil (that is to the Rogers' grandchildren) to be null and of no effect."

He then directs his Executor "in case the terms of this codicil be not acceptable to my said grandchildren mentioned in this codicil (meaning the children of Eliza Rogers) to contest with them to the uttermost their right to claim or receive any portion of my estate, rights or credits, under or by virtue of the indentures before named, or any other. He will of course carry into effect my intentions herein set forth in regard to either of them agreeing or disagreeing to the terms of this codicil." He then directs that there shall be a pro rata payment of the legacies given by the will and codicil, in case his estate is deficient.

It is too clear for argument that he designed to give those legacies to the Rogers' grandchildren on the express condition that neither they or any one for them should claim anything out of his estate by reason *inter alia* of these deeds of 1804. He plainly says to these legatees, "I will protect my estate from your claim by revoking your legacies if you, or any one for you, make a claim against my estate under these interdicted deeds." Such an intention is legal, and if these legatees had actually accepted the legacies, they could never have enjoyed, but must release, in that event, their claims as creditors, as expressly ruled in

6 Paige, 388.
1 Eden, 492.
2 Ambler, 157.
8 Gill, 203.
5 Md. Rep. 306.
2 Gill, 181.

If the making of the claim against the estate by the deliberate election heretofore made in this cause, as shown in the opinion of this Court on our motion (as reported in 17 How. 423,) operates *ipso facto* as a revocation of the legacies, then there was no error in the

decree of the Circuit Court, which graciously allowed an election between the legacies and the distributive shares coming to these Appellants, from a recovery had by the administrator of Mrs. Law, under one of the interdicted deeds.

Inasmuch as the Rogers grand-children are the distributees of the $33,000 paid to Mr. Rogers as administrator of Mrs. Law, under one of these interdicted deeds and are also the legatees named in this conditional codicil, there is no error in holding them to an election before they should realize these legacies.

Otherwise, they would have received the legacies and remained free to claim in the Orphans Court their distributive shares aforesaid, thus flagrantly violating the express wishes and positive conditions of the testator.

What injustice is there in the action of the Circuit Court, which carrying out the intention of the testator, required the legatees to assign to the executor their claims, as creditors of Mr. Law, to a corresponding amount before they could become his beneficiaries?

The Circuit Court having all the parties and all the facts before them, did right to settle those antagonistic claims on the principle of election, instead of allowing the repudiating legatees to claim their legacies unconditionally, and then turn the other distributees of Mr. Laws estate over to a new suit to reclaim from these very legatees the fruits of their adversary claim as distributees of the $33,000 awarded to Mrs. Law's administrator.

The litigation of these parties will be finally determined by an affirmance of this decree.

These very legatees, now Appellants, are the very parties named in Mr. Law's codicil as those whom he intends to restrain from enforcing any claims on his estate, and his reference to their claims as "heirs or devisees" of Mrs. Law, under or by virtue of the interdicted deeds, was not designed in its spirit or letter to limit his express condition to cases where they were claiming technically as heirs the prohibition equally applies in spirit and by the import of the language to a claim which they may make as distributees of Mrs. Law, to the fund of over $33,000 realized by their father as administrator of Mrs. Law, for their benefit, they being the sole distributees of their grandmother, Mrs. Law.

2 M. & K. 74.

4 Kent, 537.

The objection that these distributive shares may be reduced by the debts of Mr. Law, would only entitle them to postpone the election until they could ascertain the condition of her estate, and that privilege is carefully granted them in the decree.

Record, 87.

Besides, the Auditor reports that he notified Mrs. Law's creditors to file claims, and none came in. She died in 1832.

Auditor's Report, p. 13.

We desire to call attention to the claim of Edmund Law Rogers as adm'r. of Eliza Rogers, the alleged legatee of Mr. Law. It is supposed that as she died before she elected, her adm'r. can claim this legacy as well as her distributive share of the amount paid to Mr. Rogers as adm'r. of Mrs. Law, under one of the interdicted deeds. This would be to evade the clear intention of the testator in regard to the legacy left to Eliza Rogers, and make hers an exceptional case because of the accident of her death, leaving a double claim to her administrator, which she was incompetent to have made if she had lived which is a *reductio ad absurdum*, besides in this case her father is her sole distributee and he has received as administrator of Mrs. Law the $33,000.

H. MAY,
R. J. BRENT,
*For Appellees.*

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